The Solicitors' Journal
and Weekly Reporter.

(*ESTABLISHED IN* 1857.)

LONDON, NOVEMBER 17, 1917.

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE: £1 10s.; by Post, £1 12s.; Foreign, £1 14s. 4d.
HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Government Control of Opinion.

WE NOTICE that the Government propose to make a Defence of the Realm regulation requiring "Peace Leaflets" to be submitted to the Press Bureau for approval. We express no opinion on this at present, except that it appears to be an interference with liberty of opinion unexampled in modern times, as much else, no doubt, in these days is unexampled. We hope to consider next week how, if at all, the expression and dissemination of individual views on peace and war is inconsistent with law and constitutional usage.

State Compensation and Enemy Damage.

IN OUR remarks last week on the Government scheme for compensation for enemy damage announced by Mr. BONAR LAW, we pointed out that it fell far short of Mr. LLOYD GEORGE'S promise to the deputation last July; perhaps we should rather say, his acceptance of the principles of compensation put forward by the deputation. We also intimated that the Committee on War Damage appeared to regard the matter as closed till after the war. This seems to be an erroneous deduction from the letter from Mr. MARK H. JUDGE, the Chairman of the Committee (*ante*, p. 52). From a report, which we reprint elsewhere from the *Times*, it will be seen that the Committee are very dissatisfied, and do not intend to let the matter rest.

War Loan and Trust Funds.

IT IS a little singular that it should have been necessary for ASTBURY, J., to consider whether, when the Court has to decide on an investment for trust money, it must be limited to Consols: *Re Hollins* (*Times*, 15th inst.). There is no doubt that cash under the control of the Court can be invested in any of the securities enumerated in R.S.C., ord. 22, r. 17. Per-

mission to that effect is expressly given by the rule. But it was suggested that the rule is different where trustees decline to exercise their trust as to investment, and ask for the direction of the Court. In *Prendergast* v. *Lushington* (5 Hare, 171); in House of Lords *Prendergast* v. *Prendergast* (3 H. L. C. 195), it was said, indeed, that the Court would not choose between different securities, but would direct investments in Consols. But the single—or nearly so—Government security of those days has given place to an almost bewildering variety of such securities now, and ASTBURY, J., felt quite at liberty to choose among them, selecting in fact Four per Cent. (free of income-tax) War Loan.

Aircraft Damage and Lessees.

IN THE cases of *Upjohn* v. *Hitchens* and *Upjohn* v. *Ford* (*Times*, 15th inst.) ROCHE, J., has held that a lessee who has covenanted to insure against damage by fire satisfies his covenant by taking out an ordinary insurance policy, notwithstanding that it excludes enemy damage. It will be remembered that a decision which at first sight seems to the contrary was given by SARGANT, J., in *Enlayde* (*Limited*) v. *Roberts* (61 SOLICITORS' JOURNAL, 86; 1917, 1 Ch. 109); but ROCHE, J., saw his way to distinguish it. In *Enlayde* (*Limited*) v. *Roberts* a sub-lessor covenanted to insure against loss or damage by fire, and to lay out the insurance moneys in rebuilding, and to make good any deficiency; and the sub-lessee covenanted to repair, except in case of destruction or damage by fire. The sub-lessor took out an ordinary policy with the above exception, and the premises were destroyed by fire caused by a Zeppelin bomb. ENLAYDE (LIMITED) were the assignees of the sub-term, and they sued ROBERTS, the sub-lessor, for breach of his covenants to insure and to reinstate. On his behalf it was contended that the covenant to insure must be read as a covenant to insure subject to the usual exceptions, and that his liability to reinstate in case of destruction by fire was subject to the same exceptions.

Covenants to Insure and to Reinstate.

BUT SARGANT, J., appears to have ascribed greater weight to the covenant for reinstatement than to the covenant to insure. He treated it as possible that a covenant to insure standing alone might be restricted to an ordinary insurance—that is, to an insurance subject to an exception of enemy damage; but there was no such reason for restricting in the same manner the meaning of "damage by fire" in the covenant for reinstatement and he declined to read into it any such restriction by reference to the covenant to insure. And as to the covenant to insure standing alone, he intimated that his opinion was against restricting it. This, however, was not essential to his decision, and ROCHE, J., has treated it as *obiter dictum*, and has disagreed with it. In *Upjohn's cases* the question arose solely on a covenant to insure against fire. The lessees had effected only insurances in the usual qualified form, and the lessor claimed that the failure to cover enemy damage was a breach of covenant, whereby a forfeiture had been incurred. ROCHE, J., held, however, that the parties had only contemplated the usual qualified insurance, and he decided in favour of the lessees. His judgment was based partly on the ground that the covenant defined the insurance office, and, in fact, a policy covering enemy damage could not have been obtained from such office. The differing views, however, of the two judges make it desirable that the point should receive further consideration.

Soldiers' Tenancies and Emergency Legislation.

THE Court of Appeal have reversed, in *Tozer* v. *Viola* (*Times*, 15th inst.), the decision of ASTBURY, J. (61 SOLICITORS' JOURNAL, p. 666), as to the liability of a lessee who has assigned, where his assignee is a soldier who obtains relief under the Courts (Emergency Powers) Amendment Act, 1916. Under section 2 of that Act a soldier tenant may apply to the county court for leave to determine the tenancy, and upon any such application the Court may, after considering all the circumstances of the case, and the position of all parties, "authorize the applicant to determine the tenancy by such notice and upon such conditions as the Court thinks fit, and thereupon such tenancy may, notwithstanding any provision in the tenancy agreement or lease, be determined accordingly." In the present case the assignee of the lease obtained leave under this provision to determine the lease, but the order provided that the rights and liabilities of third parties were not to be affected. Only the assignee and VIOLA, the lessor, however, were represented, and no notice was given to TOZER, the original lessee. According to the authorities on disclaimer in bankruptcy prior to the Bankruptcy Act, 1883, the disclaimer did not affect the rights or liabilities of third parties: see, for example, *Hill* v. *East and West India Dock Co.* (5 App. Cas. 448); and this view was incorporated in section 55 of the Act of 1883 (now section 54 of the Act of 1914). But it is by no means clear that the same rule of construction should apply to the present Act, and ASTBURY, J., pointed out that it would leave the soldier tenant open to a claim by the lessee for indemnity. On this ground he held that the liability of the lessee was extinguished, together with that of his soldier assignee. The Court of Appeal, however, have held otherwise, and have decided that the liability of the lessee is kept alive. The position is a singular one, and we are by no means satisfied that the decision represents the true construction of the section. In bankruptcy all liability of the bankrupt tenant is terminated, and the cases are not really analogous.

American Estate Duty and English Executors.

THE EXECUTORS of an English testator who was the owner of American railway shares some time ago received through the post a notice from the collector of Inland Revenue for the United States calling their attention to the United States Revenue Act, approved September 8th, 1916, and amended by the Act of March 3rd, 1917, which imposes a tax on the transfer of the net estate of every decedent dying after the passage of the Act, whether a resident or a non-resident in the United States. Section 205 of the Act and the regulations thereunder provide that the executor of such an estate must file with the collector of Inland Revenue of the district in which the property in the United States is situated a notice in a prescribed form within thirty days of the issue of letters testamentary, or the taking possession of the property, whichever event first occurs, and a return in a prescribed form within one year of the decedent's death. The Act further provides that the tax is due one year from the day of decedent's death. If any deductions are to be taken from the gross estate within the United States, the actual value of the whole gross estate wherever situate must be shewn in the proper place on the prescribed form, and the executors are further advised that, if the tax is not paid within sixty days after the due date, it will be the duty of the office to proceed under the provisions of the Act to sell the property through the United States Court. The Act also provides that the lien for the tax follows the property into the hands of "distributees" and purchasers, and that in the case of a non-resident decedent stock owned in a domestic corporation is to be treated as a part of the gross estate in the United States. This, as it appears to us, is double taxation under harassing circumstances. The English death duties are rigorously enforced, and the addition of an American impost has an ominous aspect, having regard to the increasing expenses of the war. There is no doubt, as has been said in English revenue cases, that there is nothing to prevent double taxation, if it has been distinctly enacted by the Legislature, so that, strictly speaking, the only question is whether a law has been made by the United States acting within its jurisdiction; but if the taxation under consideration had depended upon general words in an English statute, there would be an effort by the courts to interpret the new law so as to prevent the subject from being twice subject to the same tax. The English-speaking colonies have shewn that they are not unwilling to come to a reasonable arrangement upon this interesting subject, and it

may be hoped that their example will not be disregarded by the citizens of the Great Republic.

Actions for Negligent Driving.

ACTIONS for negligent driving on a highway, whereby the plaintiff, or his carriage, was injured, are often heard in the High Court, and are commonly known as "running-down cases." The evidence is usually conflicting, with rather more than a suspicion of perjury on the part of the witnesses. They are usually tried by juries, and judges have for many years been accustomed to declare that the evidence is peculiarly suited to juries. We venture, at the risk of being charged with presumption, to take exception to this statement. Motor traction, now a prolific cause of accident, is of comparatively modern introduction, and the ordinary juryman cannot be said to be familiar with it. He is, besides, by no means free from prejudices. In a case recently tried the driver and defendant, who had stated that he was a native of Switzerland, was asked whether his language was not German, though it is hard to see what this had to do with the merits of the case. A plaintiff, however reasonable his story may be, has a poor chance of success unless he can bring witnesses to support his case, and though judges have repeatedly said that the mere fact of the defendant driving or riding on the wrong side of the road at the time of the accident is no evidence of negligence, the jury are apt to think otherwise. Finally, in a large majority of the inquests on the bodies of persons killed by motors the jury wholly acquit the driver from blame, but in actions between parties the proprietor of the motor is generally cast in heavy damages. It must also be remembered that juries have no exclusive jurisdiction in the trial of these cases. They are occasionally, and not unsuccessfully, tried by the judge sitting alone, and in the Admiralty, where they are known as collision cases, they are decided by a judge sitting with assessors. In the county court it is the exception for a jury to take part in these cases. We cannot but think that on a balance of convenience they might be heard by the judge sitting alone, with such assistance as he may think expedient.

Mysterious Crimes.

THE RECENT discovery in a dingy square garden, not far from Gray's Inn-road, of the mutilated body of a woman, leads irresistibly to the conclusion that she had been murdered, and her body dismembered and disfigured so as to prevent identification. Several well-known instances of the mutilation or destruction of a body with the object of concealing a crime are to be found in the chronicles of "The Annual Register," including the case of *Rex* v. *Greenacre* in 1837. It has often been observed that where a murder has been committed on the premises of the criminal himself, the reasons for concealment are peculiarly urgent, while the difficulty of effecting it is proportionately great. The murderer cannot, as in other cases, leave the body and escape, for such an act would afford evidence of the strongest kind against him. To retain it unburied would necessarily lead to speedy detection, and as the danger attending the carrying it away for the purpose of concealment would be great, there is no alternative but to conceal it on the premises. Such a concealment has often been followed by attempts to remove or dispose of the body, which have ended in the discovery of the crime. The student who shrinks with disgust from the revolting details of most of these tragedies, may yet find an intellectual pleasure in a close examination of every clue which may lead to the discovery of the murderer, or to the identity of the unfortunate person who has been his victim. There has been since the days of EDGAR ALLAN POE an increasing demand for what are known as "detective stories," some of which, in the effort to prolong the mystery which they describe, run upon the rocks of tediousness. Truth is stranger than fiction, and carefully concealed crimes have more frequently been brought to light by some trifling accident than by the most minute and laborious investigation.

Payment and Part Performance.

THE Court of Appeal, in holding that the payment of rent in advance under a parol agreement for a lease is not a part performance, so as to take the case out of the Statute of Frauds, certainly seems to follow the general trend of the authorities, and, in particular, approves the decision of BIGHAM, J., in the case of *Thursby* v. *Eccles* (1900, 49 W. R. 281). It is curious, however, to observe the readiness with which the Courts have assumed that money paid on the supposition that a valid contract has been entered into can be recovered back when the other party sets up the Statute of Frauds. The Court of Appeal, in the recent case of *Chaproniere* v. *Lambert* (1917, 2 Ch. 356), in holding that the payment of rent in advance on a parol agreement for a lease, did not operate as such a part performance as to take the case out of the Statute of Frauds, would appear to have assumed that recovery of the money paid was almost a matter of course. That the law ought to find a means of compelling repayment by the party who sets up the statute is obvious. We do not presume to doubt but that the Courts would find some means of doing so. The following observations are merely directed towards pointing out the anomalous situation thus set up.

It is said that Courts of Equity would not permit the statute to be an instrument of fraud. In passing, it may be observed that actual fraud is very rarely present in these specific performance actions where the formalities prescribed by the Statute of Frauds have not been observed, and where acts of part performance are set up on the one hand and the provisions of the statute on the other. It may have been necessary in the old days, when the doctrine of part performance was in the making, for the Courts of Equity to parade the word "fraud" as a justification for relieving a party who had proceeded on the footing of the contract, and against whom, at the eleventh hour, the other party sets up the statute. An Act of Parliament designed professedly to prevent fraud was not to be allowed to cause fraud. But the matter has long since advanced beyond that stage. By the judgment of Lord SELBORNE in *Maddison* v. *Alderson* (8 App. Cas. 467) the matter is put on its sound basis. The defendant who sets up the statute in a specific performance suit is not "charged" on the contract. He is "charged" on the equities. What equities? The equities arising because of the plaintiff having been allowed to change his position and to proceed on the footing of the validity of the contract. To find whether his acts done on the footing of the contract were, in fact, so done, it is necessary, of course, to look at the contract. As Lord SELBORNE put it: The contract is not a nullity; there is nothing in the statute to estop any court which may have to exercise jurisdiction in the matter from inquiring into and taking notice of the truth of the facts. Presumably the terms of the contract are part of the facts.

It is well established that payment of the purchase price is not a part performance within the equitable doctrine. Going into possession, the granting of leases by the purchaser, or his building on the land are well-known instances of part performance. Had the authority of Lord HARDWICKE prevailed, payment of the purchase money in whole or part would have been sufficient part performance. But somewhat unfortunately this view was denied. The grounds for refusing to recognize payment as part performance are not very clear. It may be gathered from COTTON, L.J.'s, judgment in *Britain* v. *Rossiter* (11 Q. B. D. 123, at p. 130) that the Courts shrank from allowing parties to give the statute the go-by by so simple a thing as payment in whole or part. As Lord SELBORNE pointed out in *Maddison* v. *Alderson* (*supra*), the reasons given for the conclusion that payment is not sufficient part performance are not all satisfactory. In his lordship's view, the point was that payment of money is an equivocal act, not (in itself), until the connection is established by parol testimony, indication of a contract concerning land; and he cited the judgment of WIGRAM, V.C., in *Dale* v. *Hamilton* (5 Hare, 381), where the

Vice-Chancellor, in effect, said that the payment of money admits of an explanation without supposing a contract.

WARRINGTON, L.J., in his judgment in the recent case of *Chaproniere* v. *Lambert* (*supra*), cited with approval a passage in Fry on Specific Performance to the effect that the equitable doctrine of part performance was based on the view that, if a man had made a bargain with another, and had allowed that other to act upon it, he might have created an equity against himself, which he could not resist by setting up the want of a formality in the evidence of the contract out of which the equity in part arose. This statement of the basis of the doctrine is, no doubt, correct, and certainly seems to have had the approval of many judges. But why should not the payment of money create an equity to prevent the payee from setting up the statute when the money has been paid on the footing that the contract was to be binding? No doubt, in practice a man having received money on a contract which he afterwards refuses to carry out, and cannot be compelled to carry out because of the statute, would return the money. That cannot be doubted to be his moral duty, but is the suggestion a sound one which was thrown out by BIGHAM, J., in *Thursby* v. *Eccles* (*supra*), and, indeed, both by SWINFEN EADY, L.J., and WARRINGTON, L.J., in the recent case, that the money can be recovered? The last mentioned Lord Justice, in fact, gave it as the reason why the payment of purchase-money alone is not sufficient to exclude the statute, that the purchase-money might be recovered back by action.

There is a rule of law, now well established, however unreasonable it may appear, that money paid voluntarily under a mistake of law cannot be recovered, although money paid on a mistake of fact may be recovered. So recently as 1908 this rule was recognized. (See *Andrew* v. *Bridgman*, 1908, 1 K. B. 596.) Presumably, if a man pays part of the purchase-money under a parol contract for the purchase of land, he pays it on a mistake of law. In ninety-nine out of a hundred cases he pays it in the belief that there is in law a binding contract. This rule of law is certainly not a favourite with the Chancery Judges, and where trustees have innocently mistaken the law, the Courts, where possible, see to it that the trustees do not suffer. But is it right to say that money paid on a parol contract for the sale of land can be recovered? The answer seems to be in the negative. Wherefore it would seem that there ought to be an equity in favour of the payer, and that such an equity might reasonably suffice to let in the doctrine of part performance. But the Courts have decided otherwise. This much seems clear, that the rule that payment is not of itself part performance cannot be put on the ground that no equity arises, as the money can be recovered. It cannot be recovered, therefore there ought to be an equity; but there is no equity, *ergo* that is not the true ground.

Payment of Dividends out of Capital.

THE decision of the Court of Appeal in the *Ammonia Soda Co.* v *Chamberlain and Others* (*Times*, 8th inst.) revives a question which was at one time frequently before the Courts—Under what circumstances is a company bound to replace lost capital before it can pay a dividend? Up to the *Cory case*, in 1901, the leading decisions on this point were *Lee* v. *Neuchatel Asphalte Co.* (41 Ch. D. 1) and *Verner* v. *General and Commercial Trust* (1894, 2 Ch. 239). The general principle is that dividends may not be paid out of capital, but this by no means requires that capital must be kept intact in order that dividends may be paid. Such a proposition ignores the distinction between the capital account and the revenue account. Serious inroads may have been made on the capital, and yet the revenue account may shew a yearly surplus. *Lee* v. *Neuchatel Asphalte Co.* was a case where the capital had been invested in a wasting asset—a concession for getting certain minerals in a defined area in Switzerland. It was held by the Court of Appeal that the continuous loss of capital due to the depreciation in value of the concession did not prevent payment of dividends out of the current revenue. It is otherwise, however, with depreciation in a concern, such as a tramway, which is intended to be permanent, and there is no fund available for payment of dividends until proper provision has been made for maintaining the efficiency of the undertaking: *Davison* v. *Gillies* (16 Ch. D. 347n).

Verner v. *General and Commercial Trust* (*supra*) raised the same question in regard to an investment company, deriving its income from the investments it holds. These may shrink in value, but the income goes on, though possibly diminished. Here, again, there is no reason to restore the value of the investments before a dividend can be paid. In such a case, it will be noticed, it is perfectly easy to separate between the capital and the revenue accounts, and the revenue account remains available for dividends. But the Court of Appeal took the opportunity to distinguish between fixed and circulating capital, and it was recognized that where there is circulating capital, there can be no payment of a dividend until the capital has been made good. This, however, in no way conflicts with the principle stated above, for in such a case the revenue for the year consists of the surplus of the moneys received over the money—*i.e.*, the circulating capital which has been used in order to earn it. In other words, in the case of circulating capital there is no profit till the capital has been secured; and in the case of a permanent undertaking, there is no profit until provision has been made against depreciation. But, subject to these cases, it is, in general, possible to distinguish between the capital account and the revenue account, and dividends are payable out of the latter, notwithstanding a deficiency on the former. Somewhat exceptional is the case of *Lubbock* v. *British Bank of South America* (1892, 2 Ch. 198), where accretions to capital were held to be available for dividends.

In *Re National Bank of Wales, Cory's case* (1899, 2 Ch. 629), the Court of Appeal applied the above principle to a bank where dividends had been paid out of current profits, without making proper provision for bad debts. WRIGHT, J., had held the contrary. "It does not," he said, "require expert evidence to shew that it must be an essential part of sound banking to make, in some way, a provision for bad or doubtful debts. If such provision is not made, capital must be lost, and dividends paid must be regarded as paid out of capital, because there is no other fund, except borrowed money, from which they can be paid." But, however sound this may be from a business point of view, the Court of Appeal denied its legal correctness. "It is not denied," said LINDLEY, M.R., "that the annual receipts did exceed the annual outgoings, and the dividends having been paid out of the excess, the allegation that they were paid out of capital is not accurate."

In the House of Lords, where the case was *Dovey* v. *Cory* (1901, A. C. 477), it was not necessary to decide this point; but the views of the Law Lords were in favour of giving more weight to practical business considerations. "I doubt very much," said Lord HALSBURY, C., "whether such questions can ever be treated in the abstract at all. The mode and manner in which a business is carried on, and what is usual or the reverse, may have a considerable influence in determining the question, What may be treated as profits and what as capital? Even the distinction between fixed and floating capital, which may be appropriate enough in an abstract treatise like ADAM SMITH'S 'Wealth of Nations,' may, with reference to a concrete case, be quite inappropriate." And Lord DAVEY considered that the Court of Appeal had gone too far in permitting a company to write off capital losses, and then pay dividends in succeeding years out of the excess of receipts over outgoings. The subject was considered again by FARWELL, J., in *Bond* v. *Barrow Hæmatite Steel Co.* (1902, 1 Ch. 353), and he adopted the rule laid down by Lord HALSBURY in *Cory's case*, that it must be determined rather by practical than theoretical considerations. At the same time, he pointed out that circulating capital must, according to all the authorities, be kept up; but there was no universal rule that in every

case fixed capital may be sunk and lost, though there are companies in which this may be so. In the present case of *The Ammonia Soda Co.* v. *Chamberlain and Others* (*supra*), the company had been formed in 1908 to acquire an estate in Cheshire for chemical works. At first there was a loss on the working of some £19,000, but a profit in 1911 reduced this to £13,000. Then the discovery of salt and brine under the land raised its value. The estate was revalued, and the increase was applied in part to wiping out the debit balance. Subsequently further profits were made, and dividends were paid. The claim in the action was to have these refunded by the directors, on the ground that, since there had been a loss of capital, they had been in effect paid out of capital. Having regard to the increase in the value of the land, by which the loss of capital had been made good, the ground of the claim is not altogether intelligible; but, assuming that the loss had not been made good, the Court of Appeal held that this was no bar to the subsequent payment of dividends out of current profits. SWINFEN EADY, L.J., distinguished again between fixed and circulating capital, but these, he said, were merely terms convenient for describing the purpose to which the capital was for the time being devoted when considering the position with respect to profits available for dividends. In the present case, he considered that the directors, in acting as they did, were merely stating in their balance-sheet what, upon reasonable ground, they believed to be the real value of their assets. The dividends complained of, paid out of net earnings in the subsequent years, were not paid out of capital, but out of profits, and the defendants were, in his opinion, under no liability whatever to repay them, or any part. In this WARRINGTON and SCRUTTON, L.JJ., concurred. The case seems to be sufficiently clear in itself, and it hardly disposes of any of the doubts which have resulted from the *dicta* in the House of Lords in *Cory's case*.

Treaties of Peace.

It is almost axiomatic to say that the present war will be followed by a treaty of peace, and Sir WALTER PHILLIMORE and Dr. COLEMAN PHILLIPSON have, in the works before us, treated of a subject of immediate interest and importance.* We say "almost," because in his opening chapter Dr. COLEMAN PHILLIPSON distinguishes three cases of cessation of war, only one of which is marked by a treaty of peace. The others are the mere cessation of hostilities, and the conquest and subjugation of the defeated party. War-weariness may lead to a mutual cessation of hostilities, and so terminate the war, and of this he gives a series of instances extending from 1709 to 1867, the instance in the last year being the termination of the war between France and Mexico. But there are difficulties arising out of an inconclusive peace of this kind. Are the relations between the two adversaries to be based on what jurists, following the Roman Law, call the principle of *uti possidetis*—in current terms, a peace based on the war map—or are they to revert to the *status quo ante bellum*? The former seems inevitable, and Dr. COLEMAN PHILLIPSON pronounces for it. Mere cessation of hostilities leaves the parties in their existing positions, and it is not easy to see how this is to be altered. Perhaps a more serious difficulty is the uncertainty which such a course imposes on neutral States. How are they to know when their obligations as neutrals are at an end? All this, however, is not just now of importance, for the present war is not likely to have any such ending.

The second mode of termination of hostilities—the subjugation of one party by the other—may be marked by a formal act of surrender, but Dr. COLEMAN PHILLIPSON points out that, technically, this is not a treaty of peace. The war is terminated by the subjugation, not by any agreement. Hence the "Peace of Vereeningen" in 1902 was not strictly a treaty of peace between Great Britain and the Boer Republics, though it regulated the terms of the annexation. Of the surrender and the negotiations which preceded it he gives an interesting account. He states, however, that "the current of modern opinion is against the validity of annexation altogether, when it is the result of subjugation and has been effected without the consent of the conquered people," and he concludes his remarks on the subject as follows:—

> "It is to be hoped that the Society of States will one day so amend its juridical system, and fortify it by such potent sanctions, that it will be impossible for one State to annex the territory of another without the latter's free consent. In the meantime, forcible annexation, however it be deprecated and condemned by international morality, is not forbidden by International Law."

Which means that in International Law, as hitherto understood, might is right, and jurists and diplomatists have to construct their rules and theories accordingly; and, apparently, this must be so until the "might" is the power of a League of Nations.

But the ordinary way of terminating war is by a treaty of peace, which is a bilateral transaction, involving the agreement of the parties as to the disputes which were the origin of the war, and as to the further questions which have arisen in the course of it. "A treaty of peace is, of course, no guarantee that there will never be war again between the contracting parties; but what it ought to do is to settle permanently the differences that gave rise to the particular war it terminates." And yet it may be surmised that the adjustment of the relations of Serbia to Austria will be only an insignificant part of the treaty which will end the present war.

The first step towards peace may be, and usually is, an armistice. "As soon as both sides are prepared to make peace, the first step they should take is to suspend hostilities for a given period by means of an armistice convention." Not that this course is always adopted. In the Russo-Japanese War "the forces of the combatants were engaged in a furious conflict at the very moment the peace conferences were being held at Portsmouth, in the United States." This, however, was exceptional. Humanity—if this plays any part in the relations of States at war—and prudence require that arms should be laid aside while peace discussions go on. "It is," says Professor DE MARTENS, the eminent Russian jurist, "only proper that diplomatic negotiations looking towards peace should never run the risk of being interrupted by fresh acts of hostility of armies in the field." Moreover, in arranging armistices and their renewal it is necessary to be precise about the time. On one occasion, in 1913, an armistice between Greece and Bulgaria terminated at noon, and the renewed armistice was not to begin till 1 p.m. of the same day. The Bulgarian Army promised themselves a good hour of fighting, but better counsels prevailed, and the hours were treated as a mistake. Dr. COLEMAN PHILLIPSON gives numerous examples of armistices—arrangements sometimes of no slight complication—but into this we need not follow him.

More important is his chapter on the Interposition of Third Powers, and with regard to such efforts in the interest of humanity and civilisation, he says:—

> "Efforts of this kind should be made at all times when peace is imperilled; but more especially during a war when it is perceived that the belligerents are disposed to begin negotiations for peace, but for reasons of their own are unwilling to make the first advances. As VATTEL observes, the obvious occasion for interposition occurs when two States, though equally tired of the war, nevertheless continue it simply from a fear of taking the first steps to effect an accommodation, as this action might be implied to weakness; or, again, when they persist in their hostilities from a feeling of animosity and contrary to their true interests."

Such intimation may take the form of the offer of good offices—when the intervening Power merely brings the belligerents together, but takes no direct part in the negotiations—and mediation, in which the intervening Power assists in arranging terms; and in both forms it is recognised by the Hague Convention I. of 1907 for the Pacific Settlement of International disputes. Under Art. III., "Powers who are strangers to the conflict have the right to offer good offices or mediation even during the course of hostilities. The exercise of this right can never be regarded by either of the parties in dispute as an unfriendly act." In the Thirty Years War Pope Urban VI. interposed in 1636, and other Powers subsequently; but the Peace of Westphalia, which ended it, was not made till 1648. The joint mediation of Great Britain, France and Russia between Turkey and Greece in 1827, was more speedily efficacious, but then it was accompanied by threats. The part of the Note to the Ottoman Government making the threat—a month was allowed for the reply—will bear quoting:—

> Les soussignés aiment à se flatter qu'elle sera conforme aux vœux des Cours Alliées; mais il est de leur devoir de ne pas dissimuler au Reis-Effendi, qu'un nouveau refus, une réponse évasive ou insuffisante, ou bien même un silence complet de la part de son gouvernement, mettra les Cours Alliées dans la necessité d'avoir recours aux mesures qu'elles jugeront les plus efficaces pour faire cesser un état de choses devenu désormais

* Three Centuries of Treaties of Peace and Their Teaching. By the Rt. Hon. Sir Walter George Frank Phillimore, Bart., D.C.L., LL.D., late Lord Justice of Appeal, formerly Fellow of All Souls' College, Oxford. John Murray. 7s. 6d. net.

Termination of War and Treaties of Peace. By Coleman Phillipson, M.A., LL.D., Litt.D., Barrister-at-Law. T. Fisher Unwin (Limited). 21s. net.

incompatible avec les véritables intérêts de la Porte, avec la sûreté du commerce en général et la parfaite tranquillité de l'Europe."

But, as a rule, the mediatory Power is not in a position to make its mediation effective in this way. Of ordinary mediation Dr. COLEMAN PHILLIPSON gives numerous examples, including that of Austria, which was instrumental in bringing to an end the Crimean War. But the circumstances of a war may forbid the acceptance of such offers:—

> "During the Anglo-Boer War the British Government declared that the offer of good offices by any third Power would not be accepted. The reason for this decision was that the war was waged by Great Britain with the avowed object of conquest and annexation; so that the use of good offices or mediation to effect a compromise of differences would be necessarily out of place here."

After an armistice has been arranged, with or without the interposition of third States, or even—as noticed above—without an armistice, the parties usually arrange preliminaries of peace—a document in the nature of heads of agreement entered into with a view to their incorporation afterwards in a formal instrument. But naturally, as in the case of heads of agreement between private individuals, these preliminary terms are the subject of careful discussion. As Dr. COLEMAN PHILLIPSON says:—

> "The preliminaries represent an important stage in the journey towards peace, and have a provisional character, inasmuch as the parties, though prepared to terminate the war and compose their differences, cannot yet agree to the precise terms and their formulation; there may be numerous and complicated matters to examine, and many pourparlers may have to be exchanged in order to elucidate them and arrive at a clear understanding thereon. It follows that, although the preliminaries are a preparatory structure, there is none the less a vital relationship between them and the final edifice—the definitive treaty. The fundamental conditions laid down in the former may not be modified substantially in the latter, unless there be a mutual agreement to the contrary."

Important matters, such as the cession of territory and the payment of an indemnity, will naturally find a place in the preliminaries. Thus, the Preliminaries of Versailles in 1871 provided for the transfer of Alsace and Lorraine to Germany, and for the payment of France of an indemnity of 5,000,000,000 francs.

Ultimately we get to the Peace Conference, and Dr. COLEMAN PHILLIPSON has an interesting chapter on its constitution and procedure, followed by notable examples of peace negotiations taken from previous wars. But this, as well as the details and effects of the treaty of peace, we must leave to another article; and also our notice of Sir WALTER PHILLIMORE's book, which, in general, is less technical than Dr. COLEMAN PHILLIPSON's, and looks rather at the historical side of treaties and at the practical considerations which should guide the making of the coming treaty. These considerations are contained in his final chapter—"Conclusions"—a chapter which, he says, is written

> "On the assumption that Great Britain and her Allies will be victorious in the present war. Not perhaps with so preponderating a success as that of France over Prussia, which led to the Treaty of Tilsit in 1807, or of the Allies over France in 1814, but still sufficient to enable the Allies to enforce moderate and reasonable demands."

In other words, Sir WALTER attempts to define our proper war aims, a matter which was outside the scope of Dr. COLEMAN PHILLIPSON's book. The latter, we should say, was published last year. Sir WALTER PHILLIMORE's has just been issued.

(To be continued.)

Correspondence.

A Forensic Dress for Solicitors.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I read with considerable amusement, as I have no doubt did your other readers, the very humorous poem which appeared in your last number, under the title of "The Solicitor Dresses for Court."

I would take the opportunity of seriously urging that solicitors should be put under the obligation of wearing forensic costume in the High Court, in the same way as is customary in most county courts. I would, however, make one sartorial suggestion, and that is, that solicitors' forensic costume should not consist only of a gown and bands as at present worn in the county courts, but that they should wear also a toque, similar to that worn by French and Belgian avocats. The obligation to robe would, of course, only apply to solicitors in the actual conduct of litigation. It has always struck me that the appearance of solicitors, in all sorts of costumes, instructing counsel in cases in the High Court, is somewhat unseemly, and I think that both the profession and court would gain in dignity by the proposed innovation.

RICHARD KING.

Temple-chambers, Temple-avenue, E.C. 4.
November 14, 1917.

The League of National Safety.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In connection with the League of National Safety which has been formed as part of the Food Economy Campaign, I have pleasure to state that Lady Hunter, the wife of General Sir Archibald Hunter, and Honorary President of Lady Workers, had kindly promised to organize a number of voluntary lady helpers who will deal with the application cards as they are forwarded to Grosvenor House.

Any of your readers who could spare whole-time services, and who would like to co-operate in this form of National Service, should communicate direct with Lady Hunter at the Headquarters of the Food Economy Campaign, Grosvenor House, London, W. 1.

ARTHUR K. YAPP,
Director of Food Economy.

Ministry of Food, Grosvenor House, W. 1.
November 13, 1917.

CASES OF THE WEEK.

House of Lords.

BLAIR *v.* HAYCOCK, CADLE & CO. 30th October.

PRACTICE—DISCOVERY—INTERROGATORIES—MATERIAL FACTS—SALE OF GOODS—DEFENCE THAT SALE OF GOODS WAS NOT TO THE DEFENDANT, BUT TO A COMPANY—REPLY THAT COMPANY WAS AGENT OF THE DEFENDANT—INTERROGATORY AS TO DEFENDANT'S INTEREST IN COMPANY—APPEAL TO HOUSE OF LORDS ON MATTERS OF PROCEDURE—R.S.C., ORD. XXXI. RR. 1, 2.

An action which was commenced by specially endorsed writ was brought to recover the price of goods sold and delivered, and the defence was that the goods were supplied to a limited company. The plaintiffs replied that the company was acting as agent for the defendant. Thereupon the plaintiffs applied for leave to interrogate the defendant as to whether he had formed the company, whether its purpose was to manage a theatre, whether he owned any of the shares, and whether he had supplied moneys for the purpose of the theatre. The Court of Appeal allowed the interrogatories.

Held, that the interrogatories ought to be allowed, as bearing on the liability of the defendant.

Held, further, that appeals to the House of Lords on matters of procedure ought not to be regarded with favour. It was undesirable, unless an important question of principle was in issue, that appeals on questions of procedure should be taken beyond the Court of Appeal.

Salomon & Co. *v.* Salomon (1897, *A. C.* 22) *held not to apply.*

Appeal from an order of the Court of Appeal reversing an order of Coleridge, J., as to the relevancy of certain interrogatories. The circumstances under which the interrogatories were admissed appear from the head note. The plaintiffs were a firm of printers, and had done work to the amount of £343 odd, the goods being delivered to a company called the Piccadilly Theatres (Limited). The master allowed all the four interrogatories, but his order was reversed by Coleridge, J., in chambers. The Court of Appeal by a majority (Scrutton, L.J., and Bray, J., Swinfen Eady, L.J., dissenting) were of opinion that the master's order must be restored, as the interrogatories might materially assist the plaintiffs in establishing the defendant's liability. The defendant appealed and maintained that, having regard to the decision of this House in *Salomon & Co.* v. *Salomon* (1897, A. C. 22, 45 W. R. 193), an affirmative answer to all these interrogatories would not advance the plaintiffs' case a single step forward. They referred also to *Kennedy* v. *Dodson* (1895, 1 Ch. 334). Without calling upon counsel for the respondents,

Lord FINLAY, C., in moving the appeal should be dismissed, referred to *Salomon's case* (*supra*) and said in his opinion it was distinguishable because there the question was not whether credit had been given to the company or to an individual, but whether an individual was liable for the debts of the company. In the present case questions were put as to the relations between the defendant and the company, to whom alone, as the defendant alleged, credit was given. It was not necessary that the answers should be conclusive on the question at issue. But it could not be said that these questions had no bearing on the matter in issue. The decision of the Court of Appeal was therefore right. He desired to add this. This was a matter of procedure, and it was very undesirable, unless the point was one of exceptional importance, as

involving a question of principle, that there should be any appeal beyond the Court of Appeal. He did not say that such an appeal was not competent, or that in a suitable case it should not be entertained, but he thought that in this case the parties ought to have been satisfied with the decision of the Court of Appeal.

Viscount HALDANE agreed on both points. On the merits he thought the appellant was wholly wrong. He could conceive a case in which this company might be acting merely as the agent of the defendant, and such a case might be established quite consistently with what was decided in the one-man company case (*Salomon's case*). He thought, moreover, that although an answer to any one of the interrogatories, if taken alone, might not be relevant, yet taken in conjunction with the answers to the other interrogatories it might become important, as tending to establish agency.

Lords DUNEDIN and ATKINSON agreed.

Lord PARMOOR agreed on the question of procedure. But he entertained great doubts whether on the other point the decision of Coleridge, J., and Swinfen Eady, L.J., was not right, having regard to the experience both these learned judges had had on the question.—COUNSEL, for the appellant, *Upjohn*, K.C., and *Lowenthal;* for the respondents, *Patrick Hastings*. SOLICITORS, *Isadore Goldman; Amery, Parkes, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

MOORE & GALLOP *v.* EVANS. 10th, 12th, and 13th July; 1st November.

INSURANCE—JEWELLERY—LOSS OF OR DAMAGE OR MISFORTUNE TO THE PROPERTY—GOODS SENT TO GERMANY AND BELGIUM ON SALE AND RETURN—OUTBREAK OF WAR—INABILITY OF CONSIGNEES TO RETURN OR DEAL WITH THE GOODS—NO EVIDENCE THAT CONSIGNEES HAD LOST CONTROL OF THE GOODS—ACTION ON POLICY—ORDER UNDER R.S.C., ORD. 26, R. 1.

The plaintiffs, wholesale jewellers of London, did business with firms abroad. They insured their stock of jewellery for a year from 8th January, 1914, with the defendant by a non-marine policy against "loss of or damage or misfortune to the property . . . arising from any cause whatsoever" up to a limit of £45,000, whilst the goods were in the United Kingdom or any country in Europe (with certain exceptions) and in transit from any port in the United Kingdom to any other port in the United Kingdom or Europe. In July, 1914, the plaintiffs consigned jewellery to trade customers at Frankfort and Brussels on sale and return, the jewellery to remain. Owing to the outbreak of war on 4th August with Germany, and the occupation of Brussels on 20th August by the Germans, the plaintiffs were unable to recover possession of the goods. There was evidence that the consignees had deposited the goods with their bankers, and there was no evidence that the banks had not still the goods in their safes.

In an action on the policy the Court of Appeal held that as the policy was on the jewellery itself, and not on the commercial adventure, the evidence which the plaintiffs could give in support of their claim was insufficient to establish that the jewellery was "lost" within the meaning of the policy.

So held by the House of Lords dismissing the plaintiffs' appeal, but liberty was granted the appellants to exercise an option to discontinue the action under Ord. 26, r. 1.

Decision of Court of Appeal (1917, 1 *K. B.* 458, 22 *Com. Cas.* 229) *affirmed.*

Appeal by the plaintiffs in action to recover under a Lloyd's policy the value of goods sent to trade customers abroad shortly before the outbreak of the war. The claim was based on the fact that the goods could not be returned or dealt with by the consignees during the continuance of the war, and that this constituted a "loss" within the meaning of the policy.

THE HOUSE, after consideration, dismissed the appeal.

Lord ATKINSON, having dealt fully with the facts briefly set out in the head note, said there was no evidence that the jewellery had been seized or interfered with by the German authorities nor as to what had become of it, except that, as to the jewellery sent to Brussels, the consignees had, with the subsequent assent of the plaintiffs, placed it in a bank there for safe keeping, and there was no evidence that it had been taken from the bank. Such evidence did not suggest that the jewellery or any portion of it had been destroyed or in any way injured, nor did it suggest that the German Government had confiscated or taken possession of or assumed any control over any portion of it. It was not disputed that if peace came the appellants would be able by law to secure a return of their goods or damages. The perils to the property insured against by the policy were "the loss of or damage or misfortune to the said goods or any part thereof arising from any cause whatsoever," whether by land or water, save and except loss by theft or dishonesty in cases specified by the consignees or their agents. Theft or dishonesty on the part of any of the appellants' customers could not, of course, be presumed, but if it did take place the appellants could not in the cases specified have any right to recover. The words "damage to the property" must mean "physical injury" to the property, but it was difficult to attach any rational meaning to the words "misfortune to the property" other than loss or physical injury. The detention of the appellants' goods abroad might be a misfortune to the appellants themselves, but it was difficult to see how it could be a misfortune to their goods. The appellants' main contention had been that the detention of the goods abroad, considering the commercial purposes for which the appellants had acquired and held these goods, amounted to a total loss of them within the meaning of the policy. They urged that the non-return of these goods came within the principle of the law of maritime insurance applicable to a claim for a total constructive loss. In his lordship's opinion there was no true analogy between the present case and the case of the loss of a ship or the goods it carried. The policy was on the goods, not on the adventure, and the appeal failed on every point. He thought, however, that the appellants should be given the option of having an order made under Ord. 26, r. 1, that the action should be discontinued.

Lord PARKER's judgment was to the same effect, and Lords PARMOOR and WRENBURY concurred in the result arrived at.

Leslie Scott, K.C., for the appellants, asked that his clients should have permission to exercise the option referred to by Lord Atkinson at the end of his judgment. The appellants were directed accordingly to submit to the House a form in which this could conveniently be done. —COUNSEL, for the appellants, *Leslie Scott*, K.C., *Douglas Hogg*, K.C., and *C. Gallop;* for the respondent, *Sir John Simon*, K.C., *Roche*, K.C., and *Patrick Hastings*. SOLICITORS, *W. Hurd & Son; Windybank, Samuell, & Lawrence.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

DAVIES *v.* RHONDDA URBAN DISTRICT COUNCIL. No. 2. 29th October.

WAR—LOCAL AUTHORITY—EMPLOYEE JOINING ARMY—CONTINUANCE OF CIVIL PAY—RESOLUTION—CONTRACT—LOCAL GOVERNMENT (EMERGENCY PROVISIONS) ACT, 1916 (6 & 7 GEO. 5, C. 12), S. 1.

Held, that the defendant local authority, having offered by resolution to continue to pay a certain proportion of his salary to the plaintiff then in their employ on his volunteering to serve in His Majesty's forces during the war, the contract created by the acceptance of the offer was binding on and enforceable against the defendants by the provisions in section 1 of the Local Government (Emergency Provisions) Act, 1916.

Held, further, that, whether the offer when made was in fact ultra vires, *it was made* intra vires *by the above Act, which was passed to secure the fulfilment of such promises by employers to employees who enlisted.*

Decision of Ridley J. (1917, *W. N.* 139), *reversed.*

Appeal by the plaintiff from a judgment of Ridley, J. In September, 1914, the defendants passed a resolution that all persons in their employ who had been or might be called out for active service should during their absence receive full civil pay less the amount of the army or navy allowances. The plaintiff, a certified head teacher in a public elementary school under the control of the defendants, on the faith of the resolution enlisted on 6th October, 1914. On 12th November, 1915, the council passed a resolution that the resolution of September, 1914, be rescinded, and that a new scheme of payment be adopted. Under the new scheme the plaintiff's civil allowance would be less. By the Local Government (Emergency Provisions) Act, 1916, s. 1, sub-section 1: "Any local authority may grant leave of absence to any officer or servant for as long a period as may be necessary to enable him to serve in or with His Majesty's forces . . . and the local authority may (a) whilst he is so serving pay to him . . . a sum which shall not, without the sanction of the Local Government Board, exceed his civil remuneration after deducting from the amount of his naval and military pay and allowances." By sub-section 2 the Act was given a retrospective effect. The plaintiff claimed in the action to recover arrears of salary down to July, 1916, the amount being calculated in accordance with the resolution of 11th September, 1914. The defendants pleaded *inter alia* that, as that resolution had been rescinded by a resolution of November, 1915, there were no arrears. Ridley, J., dismissed the action and the plaintiff appealed.

PICKFORD, L.J., said it was contended for the defendants, first, that there was no contract on their part to pay the plaintiff, whether such a payment would be *ultra vires* or not being another matter. He thought that there was clearly a contract, assuming they had the power to make it, and that *Budgett* v. *Stratford Co-operative and Industrial Society (Limited)* (1916, 32 T. L. R. 378) was a clear authority against their contention on this point. It was equally clear that if the offer was a good contract, it could not be altered by one side without the consent of the other, and if it was not a contract, or was not validated and made a contract by some subsequent legislation, it did not matter whether the defendants had rescinded it or not. He declined to decide whether this offer was *ultra vires* the powers of the defendants as a local authority. He would assume that it was and that the plaintiff could not have enforced it but for the subsequent legislation. His lordship read section 1 of the Act of 1916 and pointed out that the words were much wider than those merely shewing a contract. The section enacted that "any resolution, promise, sanction or permission passed or given by a local authority to any such officer or servant," to join the forces "shall be binding on the local authority." Therefore if the resolution, promise, sanction or permission was a contract, it still would be made enforceable by virtue of this sub-section, even though it were *ultra vires* at the time it was made. But a second point was taken by the defendants. It was that, as the first resolution had been rescinded by the second, the Act could only validate the second resolution, and therefore the plaintiff could only be paid in accordance with the second resolution, and all he could claim under that resolution had been paid.

But the second resolution did not come within the terms of the Act so far as the plaintiff was concerned, because that was not a resolution made or given by a local authority to this man with a view to his serving in or with His Majesty's forces: it was not made till long after he had joined. The result of accepting such an argument might well be that the plaintiff would get nothing. The resolution which satisfied, and the only resolution that did satisfy, those words was the resolution of September, 1914, under which the plaintiff joined the colours. The appeal would be allowed with costs. The amount to be paid the plaintiff to be ascertained by the master if not settled by agreement.

BANKES, L.J., in agreeing, said this case appeared to him to be one of those cases in which a local authority had contracted in haste and was now repenting in leisure. Probably there were a great many local authorities and employers also in that position, because they made offers to their employees at the time of the outbreak of the war, on the faith of which the employees took up military service, and neither the local authority nor the employer realized or anticipated the course of events, and they found they landed themselves in a very much greater liability than they either anticipated or intended. The Act was passed to meet the case of local authorities who might desire to cry off when they found the offer was accepted by many of their employees, and to stop them pleading that it was an unenforceable contract, as being *ultra vires*.

SARGANT, J., gave judgment to the same effect. Appeal allowed.—COUNSEL, for the plaintiff, *Montgomery*, K.C., and *A. A. Thomas*; for the respondents, *Disturnal*, K.C., *Vaughan Williams*, K.C., and *R. Sutton*. SOLICITORS, *Baker & Nairne; Smith, Rundell, & Dods*, for *Morgan, Bruce, & Nicholas*, Pontypridd.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

Re CEDES ELECTRIC TRACTION (LIM.) Neville, J. 18th October.

COMPANY—ALIEN ENEMY SHAREHOLDERS AND CREDITORS—WINDING-UP BY THE COURT—WINDING-UP BY THE BOARD OF TRADE—PREFERENTIAL PAYMENT OF ENGLISH CREDITORS—TRADING WITH THE ENEMY AMENDMENT ACT, 1916 (5 & 6 GEO. 5, c. 105), s. 1.

Where a winding-up order was made by the Court, and such winding-up was stayed by the Court for six months, during which time an order was made appointing a controller under section 1, *sub-section* 1 (a), *of the Trading with the Enemy Amendment Act*, 1916,

Held, on a motion to perpetuate the stay of proceedings in the circumstances, that the proper course was to substitute the Board of Trade as petitioners in the winding-up by the Court, and after providing for payment of the taxed costs of the petition up to date out of the assets, and handing over the balance to the controller, that the stay should be continued till the proceedings under the Board of Trade had been completed, and that thereafter the Board of Trade, as petitioners under the winding-up order of the Court, might obtain the final dissolution of the company.

This was an application by motion that further proceedings under a winding-up by the Court might be stayed on certain terms as to payment of costs. The facts were as follows:—In 1910 this company was registered in England, and the whole of its issued share capital was held by an Austrian company and its nominees. The company manufactured and sold motor-cars. In January, 1916, the Official Receiver was appointed an *interim* receiver and manager of this company's business in a debenture holders' action. The debenture holders for £4,000 were a company registered in England, but under the control of enemies, of which a controller had been appointed by the Board of Trade. Later in 1916, on the petition of an English trade creditor, a compulsory winding-up order was made against the company, and the Official Receiver was appointed liquidator of the company under the Companies (Consolidation) Act, 1908. The *interim* receiver carried on the business and had in his hands £13,686. It appeared that the debts of the unsecured English creditors amounted to about £5,000, and an Austrian bank claimed to be an unsecured creditor for £40,000. On this the English creditors, desiring to obtain the benefit of a winding-up by the Board of Trade under the provisions of the Trading with the Enemy Amendment Act, 1916, moved the Court in January, 1917, to stay the winding-up for six months in order that the Board of Trade might consider whether or not they would make an order under the said Act, and in the following May the Board did, under section 1, sub-section 1 (a), of the said Act, make an order directing the business of the company to be wound up, and appointed the liquidator controller for that purpose. By section 3 of the said Act the unsecured creditors not enemies in a winding-up by the Board of Trade are payable in priority to unsecured creditors who are enemies. This was an application by motion by a creditor on behalf of himself and other English creditors to perpetuate the stay of proceedings already obtained in the winding-up by the Court after payment of the taxed costs to date out of the assets and the balance to the controller.

NEVILLE, J., after stating the facts, said: In my opinion, where a winding-up order has been made by the Court before the Board of Trade have made their order to wind up, under section 1 of the Trading with the Enemy Amendment Act, 1916, the proper course is to substitute the Board of Trade as petitioners in the pending petition, and after providing for payment of the taxed costs to date under the petition out of the assets, and of the balance to the controller, to stay the winding-up until the proceedings under the Board of Trade order have been completed, so that the Board may then, as the petitioners under the winding-up by the Court, proceed to obtain the final dissolution of the company, and I make that order accordingly, giving liberty to all parties to apply.—COUNSEL, *Ashton Cross; Austen-Cartmell*. SOLICITORS, *Wales & Ward; Solicitor for the Board of Trade*.

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

REX v. LONDON COUNTY COUNCIL. *Ex parte* **CORRIE.**

Div. Court. 23rd October.

LOCAL AUTHORITY—LONDON COUNTY COUNCIL BYE-LAWS—SALE OF BOOKS, &C., IN PARKS—APPLICATION FOR CONSENT—GENERAL RESOLUTION NOT TO GRANT—DUTY TO HEAR AND DETERMINE.

While it is intra vires of the London County Council to make bye-laws regulating the sale of books, papers, &c., in the parks under their control, and requiring their consent and permission for such sale, the council are bound to hear and determine each application specifically on its merits; and they cannot, by a general resolution, lay down beforehand that they will not grant their consent in any case.

Rule *nisi* for *mandamus* calling on the London County Council to hear and determine an application made by the applicant for the writ. The London County Council made a bye-law respecting the conditions under which sales of books, papers, &c., should be allowed in the parks under their control. Since the war began, however, the county council passed a general resolution that during the war no permission should be given for the sale of literature in the parks in any case. Mrs. Linda Corrie, the applicant, who was the secretary of the London branch of the National League of the Blind of Great Britain and Ireland, applied for permission to sell a pamphlet called "The British Blind" at public meetings of the league in the parks. The council refused their permission on the ground of the general resolution it had passed deciding not to grant such applications. On behalf of the applicant for the writ it was admitted that the bye-law made as to the sale of literature in the parks was *intra vires*, and she did not claim that she had a right to sell the pamphlet without the consent of the council. What was contended in support of the rule was that the county council were bound to consider each application on its merits; and that the council, by refusing in all cases by a general resolution to grant permission, did not hear and determine, as they were bound by law to do. The case was analogous, it was contended, to that of the exercise of the discretion of justices in cases of application for licences to sell intoxicating liquors. The justices cannot, by making general resolutions as to granting of licences, free themselves from the obligation to hear and determine each application on its merits: *Sharpe* v. *Wakefield* (39 W. R. 551; 1891, A. C. 173); *Reg.* v. *Sylvester* (1862, 31 L. J. M. C. 93, 5 L. T. 794).

DARLING, J.—The rule for a *mandamus* must be made absolute. The analogy that had been pointed out between the duty of the county council in this matter and that of the licensing justices to hear and determine applications for licences to sell intoxicating liquor was valid, and it was impossible to see how a decision could be given in favour of the London County Council in this case without disregarding the law laid down in the liquor licensing cases. The parks were only the property of the county council by virtue of the Acts of Parliament, and the council must hold them on the terms, and under the conditions and restrictions laid down in the Acts. They could not treat the parks as if they were private owners of a property. They could only propose such restraints upon the public as Acts of Parliament permitted, and they must act in every respect according to statute. It had been held in the case of licensing justices that they were not entitled to make a rule beforehand which deprived applicants of their right to make their application. It was the law that the applicants had the right to make the application, and they were deprived of this right if they were met with a general resolution that such application would be refused in advance. Here the council passed a general resolution that nobody should be allowed to sell such articles as this pamphlet in the parks, and consent was withdrawn beforehand in every case against everybody. The applicant had the right to apply for the consent, and to have the application heard and determined specifically. Having that right a *mandamus* could be issued as in the case of licensing justices.

AVORY, J., in agreeing that the *mandamus* ought to be issued, said that he had felt some hesitation, because he doubted whether making the rule absolute would have any effect, or be of any service to the applicant. If members of the council had resolved amongst themselves that it was inexpedient to allow sales of books, &c., in the parks, they would refuse the application. However, the Court had to determine a legal right which the applicant asked to be declared, and which she might claim to enforce, and she had that legal right to have her application to the council considered and determined by them.

SANKEY, J., agreed. Rule made absolute.—COUNSEL, *Sir Ernest Pollock*, K.C., against the rule; *Macmorran*, K.C., and *Eldridge*, in support of the rule. SOLICITORS, *Edward Tanner; Chalton Hubbard*.

[Reported by G. H. KNOTT, Barrister-at-Law.]

Bankruptcy Cases.

***Re* A DEBTOR (No. 3 of 1909). *Ex parte* GOLDSTEIN.**
Div. Court. 23rd October.

BANKRUPTCY—REJECTION OF PROOF—BILLS EFFECTED BY FRAUD—PARTICULARS REQUIRED—BANKRUPTCY ACT, 1914 (4 & 5 GEO. 5, C. 59), SCHEDULE II., S. 23.

Where a trustee under a scheme of arrangement in bankruptcy rejected a proof in respect of certain bills, giving as grounds for such rejection (1) *that the acceptance, issue and negotiation of each of the said bills were effected by fraud, and* (2) *that the said bills were taken with knowledge that the givers of them had no rights thereto, and the applicant asked for particulars of the alleged fraud and of the creditor's knowledge,*

Held, that as to (1) *the notice of rejection did not set forth sufficient grounds, and accordingly the appeal must be allowed; but that as to* (2) *the grounds were sufficient, and that appeal must be dismissed.*

Held, further, that each of these cases of application for further and better particulars of grounds of rejection must be decided on its own merits.

This was an appeal from the county court of Peterborough. The trustees under a deed of arrangement in bankruptcy rejected a proof lodged in respect of certain bills by one Isaac Goldstein. The material grounds for the rejection were stated as follows: (1) That the acceptance, issue and negotiation of each of the said bills were effected by fraud, and (2) that the bills were taken with knowledge that the persons giving them had no rights thereto. An application for particulars of the alleged fraud and of the creditor's knowledge was made to and refused by the county court judge, holding that he had no power to order such particulars. Subsequently the trustees offered to give such particulars as might have been ordered in an action under ord. 19, r. 22, of the Rules of the Supreme Court. But this offer was refused, and the decision of the county court judge appealed against.

THE COURT (HORRIDGE and ROWLATT, JJ.) held that the notice of rejection did not set forth sufficient grounds under (1), and that the application for particulars must be allowed so far as it referred to that claim, and that the further particulars thereof must be given; but the appeal was refused as to (2), and no order for further particulars was made. Held, further, that in these cases no general rule must be laid down, and it must not be taken that the Court would always grant such applications for particulars as of right where a trustee in bankruptcy rejected a proof, but each application must be decided on its own merits. In this case the trustees acted properly and reasonably, and the costs of all parties must come out of the estate.—COUNSEL, *Coombe; The Hon. M. Macnaghten.* SOLICITORS, *Raymond Barrow; Fowler & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Chancery Division.

***Re* ELTON. ELTON *v.* ELTON.** Younger, J. 20th, 21st, and 24th July.

WILL—EQUITABLE DEVISE OF REALTY—TENANCY FOR LIFE OR TENANCY IN TAIL—TENANCY IN TAIL BY IMPLICATION—PERSON BORN AFTER TESTATOR'S DEATH.

A gift to A for life, and after his death "in trust for every son of the said A and his issue male in succession, so that every elder son and his issue male may be preferred to every younger son and his issue male, and so that every such child may take an estate for life, with remainder to his first and every subsequent son successively, according to priority in tail male," followed by similar trusts and interests to B, C and D, and their issue, and a gift over in default confers, on failure of the issue of A, an estate tail by implication on the first son of B (B being alive and his first son born after the death of the testator).

Re Lord Lawrence, Lawrence *v.* Lawrence (1915, 1 *Ch.* 129) *and* Re Hobbs, Hobbs *v.* Hobbs (1917, 1 *Ch.* 569) *followed.*

Re Simcoe, Vowler-Simcoe *v.* Vowler (1913, 1 *Ch.* 552) *distinguished.*

This was a summons to determine whether a certain person was tenant for life or tenant in tail male. The facts were as follows: The testator devised his real estate in trust for his nephew, Charles J. Elton, for life, and after his death "in trust for every son of the said C. J. Elton and his issue male in succession, so that every elder son and his issue male may be preferred to every younger son and his issue male, and so that every such child may take an estate for life, with remainder to his first and every subsequent son successively according to priority in tail male," and in default of such issue on similar trusts for his nephew, Frederick Elton, and every son of F. Elton and his issue male, and in default of issue of F. Elton on similar trusts for two other nephews and their issue, and in default to the testator's own right heirs. There was power to the trustees to grant leases and a provision that the trust in tail should reside in the manor house. There was a provision for investing the rents and profits of an infant trust in tail during minority. The testator died in 1869, C. J. Elton died in 1900 without having had issue, and F. Elton entered into possession as tenant for life. F. Elton's son, born after the testator's death, commenced these proceedings to discover what was the extent of his interest.

YOUNGER, J., in the course of a long considered judgment, said: The case of *Re Simcoe, Vowler-Simcoe* v. *Vowler* (*supra*) does not apply to the devise in this case, but the case is governed by *Re Lord Lawrence, Lawrence* v. *Lawrence* (*supra*) and by the judgment by Sargant, J., which was approved by the Court of Appeal in the case of *Re Hobbs, Hobbs* v. *Hobbs* (*supra*). If the plaintiff had been born in the testator's lifetime he would have taken an estate for life only; but as he was born after the testator's death he takes an estate in tail male by implication on the principle stated by Lord Cozens-Hardy at page 597 of the report of the case of *Re Hobbs, Hobbs* v. *Hobbs;* otherwise his issue as the unborn children of an unborn person can take no estate under the will. —COUNSEL, *Terrell*, K.C., and *Dighton Pollock; Warwick Draper; Gregson; H. Greenwood; F. K. Archer.* SOLICITORS, *Darley, Cumberland & Co.*, for *Tucker & Forward*, Chard; *Rider, Heaton, Meredith, & Mills.*

[Reported by L. M. MAY, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

BRODIE *v.* BRODIE. Horridge, J. 29th June; 13th July.

HUSBAND AND WIFE—WIFE'S SUIT FOR RESTITUTION OF CONJUGAL RIGHTS—AGREEMENT FOR NON-COHABITATION BEFORE MARRIAGE—CONFIRMATION OF AGREEMENT AFTER MARRIAGE—ILLEGALITY.

Where the parties to a marriage had made an agreement in writing before marriage to live apart, and immediately after marriage made a further agreement in writing indorsed upon the previous one, purporting to confirm the first agreement,

Held, that the two agreements were one and the same, and therefore void as against public policy in providing for a future separation; and, further, that even if the second agreement were treated as a separate one confirming the first agreement, it could not ratify an act void in its inception, and therefore the husband could not set it up as a defence to his wife's suit for restitution of conjugal rights.

The parties were married on 20th December, 1913. The wife, in her petition for restitution of conjugal rights, alleged that her husband had refused to cohabit with her immediately after the marriage. The husband, by his answer to the petition, set up a written agreement to live apart signed by him and the petitioner before marriage, and confirmed by further signature of both parties after the marriage, indorsed on the first agreement. The petitioner, by her reply, alleged that the agreement was contrary to public policy, and therefore void in law. Shortly after the marriage the petitioner gave birth to a child, which was the reason for the marriage. After the marriage the parties in fact never lived together at all. The petitioner had previously taken proceedings under the Summary Jurisdiction (Married Women) Act, 1895, for desertion, but no order had been made on the summons. Counsel for petitioner submitted that the agreement for future separation was clearly void as against public policy: *Wilson* v. *Carnley* (1908, 77 L. J. K. B. 594, at p. 600; 1908, 1 K. B. 729, at p. 743, *per* Kennedy L.J.). The confirmation of the agreement after the marriage was the same transaction as the agreement before the marriage, and was tainted with its illegality: *Fisher* v. *Bridges* (1854, 24 L. J. Q. B. 165, 3 Ell. & Bl. 642). The respondent did not give evidence. The petitioner's evidence is sufficiently set out in the judgment.

HORRIDGE, J.—In this case the petitioner, Marion Brodie, sought a decree of restitution of conjugal rights, to which the respondent has put in a plea that he relies upon a written agreement drawn up and signed by both parties before marriage, and signed by them after marriage, whereby it was agreed that he and the petitioner should live apart. By her reply the petitioner alleges the agreement is contrary to public policy, and therefore void in law. The facts as proved before me were that before the marriage the petitioner was expecting to be delivered of a child by the respondent, and pressed him to marry her, and he agreed to marry her if, and only if, she would sign a further agreement, dated 20th December, 1913, indorsed upon the previous agreement. This was entered into, whereby it was mutually agreed between the parties that each of them thereby confirmed the terms of the within-written indenture, and agreed to perform and observe the covenants and conditions thereof, so far as they were to be observed by them respectively. The petitioner gave evidence before me that when she went to be married she knew she was to have a second agreement, and her husband brought a copy of the agreement, which he said was to be signed by them both before and after marriage. I gave the respondent an opportunity of giving evidence to contradict the evidence of the petitioner with regard to the circumstances under which the agreement was signed, but he elected not to do so. I find as a fact that the confirmatory agreement formed part of and was in no way distinct from the agreement signed before the marriage, and the two documents formed part of an agreement entered into before marriage for future separation. Such an agreement is void and against public policy: *Cocksedge* v. *Cocksedge* (1844, 13 L. J. Ch. 384, 14 Sim. 244); the judgment of Rigby, L.J., in *Marlborough* v. *Marlborough* (1900, 1 Ch. 165, at p. 171; 1901, 70 L. J. Ch. 244, at p. 249) and the judgment of

Kennedy, L.J., in *Wilson* v. *Carnley* (*supra*). I therefore hold that the plea of the respondent is no answer to the petition. If the second agreement is to be treated as a confirmatory agreement, I think it was bad in law as being merely a confirmation of a previous illegal and void agreement. In *Brook* v. *Hook* (1871, 40 L. J. Exc. 50, at p. 52, L. R. 6 Exc. 89, at p. 99), Kelly, C.B., in delivering the judgment of himself, Channell and Pigott, B.B., said, "Although a voidable act may be ratified by matter subsequent, it is otherwise when an act is originally and in its inception void." For these resons there must be a decree in this case of restitution of conjugal rights.—COUNSEL, *Baker Welford*, for *T. Berenford*, serving in H.M. Forces, for petitioner; respondent in person. SOLICITORS, *Castle & Co.*, for petitioner.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

IN PRIZE.

"THE AXEL JOHNSON"; "THE DROTTNING SOPHIA." Evans, P. 21st and 22nd June; 23rd July.

CONTRABAND—WOOL—PROCESS OF COMBING TO BE PERFORMED IN ENEMY COUNTRY—WOOL TO BE RETURNED TO NEUTRAL COUNTRY—DOCTRINE OF PRIZE LAW—WOOL ON NEUTRAL VESSELS—BY-PRODUCTS.

When uncombed wool was sent in neutral ships to an enemy country to be combed or spun, and a certain proportion of the wool and the by-products thereof were to be retained by the enemy and the rest returned to a neutral destination,

Held, that the whole of the wool was subject to condemnation as lawful prize.

This was an application that certain bales of wool on the above ships should be condemned as absolute contraband destined for Germany. The ships were neutral ships, and the goods were put on board by one Blombergh at Buenos Ayres under bills of lading for delivery at Gothenberg to the order of the claimants, who were the A. B. Skansha Yllefabriken of Kristianstadt. The invoices and the bills of lading were sent in the first place to Staudt & Co. and Hardt & Co., two Berlin firms, from whom the claimants alleged they had purchased and paid for the goods, and of which goods they had become the owners at the date of seizure. For the claimants it was argued that even if any portion of the wool had an enemy destination, which they did not admit, it was only going to Germany to be combed or spun, and was to be returned to Sweden as combed or spun wool, and that it was not subject to condemnation.

Sir SAMUEL EVANS, P., after stating the facts, in the course of a long judgment, said:—I propose to deal with this case on the assumption that the claimants are the owners of the wool, but without deciding that point. I hold, on the facts, that the whole of the wool was destined for Germany. The plan was to import raw uncombed wool from South America and forward it to German and Austrian spinners to be combed or spun, and to allow a proportion of the wool and all the by-products to be retained by the spinners. These by-products and fats, as well as the wool, are in great demand in Germany for purposes immediately connected with the war and with the manufacture of explosives. I cannot accept the contention of the claimants that because the combed wool is intended to be sent back to Sweden it is not subject to condemnation. If absolute contraband is captured on its way to enemy territory a Court of Prize will not embark upon inquiries as to what may ultimately become of it. Such an inquiry would be a dangerous fetter to fasten on belligerent captors. After contraband articles reach German territory in the character of neutral goods the neutral owners themselves might by the allurements of high prices or the prompting of political sympathies be persuaded to dispose of the goods to the enemy. Apart from this, however, who can predict that the German Government will not requisition and retain the whole of the wool on terms to be imposed or arranged? Moreover, parts which will necessarily be left behind after the process is gone through will be of substantial use in the war, and the Court ought not, in my opinion, to make any distinction between the various parts. I will add that the claimants falsely pretended that the wool had been transferred and delivered to Blombergh before shipment, and that he was an independent shipper, and not an agent of the German vendors. Following upon that project, the bills of lading were falsely made out with the avowed object of evading search and capture. That circumstance alone is sufficient to invalidate the claim. I accordingly condemn all the goods as lawful prize.—COUNSEL, *Sir Frederick Smith*, A.-G., *Sir Gordon Hewart*, S.-G., and *Theobald Mathew*; *Sir Erle Richards*, K.C., *and Le Quesne*. SOLICITORS, *Treasury Solicitor*; *Botterell & Roche*.

[Reported by L. M. MAT, Barrister-at-Law.]

Last Saturday, says the *Times*, when two soldiers were charged at the Mansion House with being absent without leave, the Lord Mayor expressed regret that men so arrested should have been brought into a police court. They ought to have been taken direct to their depôts. He had raised the question in the House of Commons, and had been told that a new order was being framed, by which the attendance of absentee soldiers before a police magistrate would be unnecessary. Chief Inspector McBain said any soldier who signed an admission that he was an absentee was handed over by the police direct to the escort. The Lord Mayor said he was glad to hear that. If necessary he would raise the question again in the House of Commons.

New Orders, &c.

New Statutes.

On the 8th inst. the Royal Assent was given to the following Acts:—

Consolidated Fund (No. 5) Act, 1917.
Titles Deprivation Act, 1917.
Bills of Exchange (Time of Noting) Act, 1917.

Courts (Emergency Powers), England.

Directions, dated eighth of November, 1917, given by the Lord Chancellor under Section 1 of the Courts (Emergency Powers) Act, 1917 (7 & 8 Geo. 5, c. 25), s. 1.

Court to which applications may be made under 7 & 8 *Geo.* 5, *c.* 25, *s.* 1.

1. For the purposes of Section 1 of the Courts (Emergency Powers) Act, 1917, the Court to which application is made may be:—

(1) in the case of an application to stay proceedings, or an application by way of defence, counterclaim or cross application in any proceedings, the Court in which the proceedings are pending;

(2) in other cases:—

(a) the High Court; or

(b) alternatively, where the subject matter of the contract in respect of which the application is made does not exceed £100, the County Court or the City of London Court.

Subject matter of contract.

2. For the purposes of this direction the subject matter of the contract shall be the price or consideration which, if the contract were or had been carried out, would be or would have become due or payable or receivable under it to or by the party seeking relief.

Rule 2 (4) *of Courts* (*Emergency Powers*) *Rules*, 1914, *to apply.*

3. Paragraph 4 of Rule (2) of the Courts (Emergency Powers) Rules, 1914, shall apply to applications under this direction.

Palatinate Courts.

4. Any application which may under this direction be made to the Chancery Division of the High Court may in cases within the jurisdiction of a Palatinate Court be made to that Court.

Application to County Court, how to be made.

5. Any application which may under this direction be made to a County Court or the City of London Court shall be made:—

(1) in cases under paragraph (1) sub-paragraph (1) by summons, defence, counterclaim, or cross summons entitled in the proceedings and "in the matter of the Courts (Emergency Powers) Act, 1917."

(2) in any other case, by summons in accordance with the rules for the time being in force in the County Court as to applications under paragraph (b) of sub-section 1 of Section 1 of the Courts (Emergency Powers) Act, 1914.

(3) and those rules shall, with the necessary modifications, apply to any summons or cross summons under this rule.

Dated this eighth day of November, 1917.

FINLAY, C.

War Orders and Proclamations, &c.

The *London Gazette* of 9th November contains the following:—

1. An Order in Council, dated 9th November, varying the Statutory List under the Trading with the Enemy (Extension of Powers) Act, 1916. Additions are made as follows:—Argentine, Paraguay and Uruguay (3); Bolivia (1); Brazil (7); Central America (3); Chile (1); Columbia (4); Netherlands (7); Netherland East Indies (10); Norway (1); Peru (2); Spain (13); Sweden (9); Venezuela (1). There are also a number of removals from and variations in the List. A List (The Consolidating List, No. 37A) consolidating all previous Lists was published on the 12th October, 1917, which, together with List No. 38 of 26th October, 1917, and the present List, contains all the names which up to this date are included in the Statutory List. The usual notices are appended to the List (see *ante*, p. 10).

2. The Wool (Ireland) No. 2 Order, 1917, dated 8th November, made by the Army Council, restricting the manufacture of and dealings with Wool in Ireland.

3. The Wool (Restriction of Consumption) No. 3 Order, 1917, dated 3rd November (held over).

4. A Notice that the following Orders have been made by the Food Controller:—

The Butter (Maximum Prices) Order (No. 4), dated 26th October, 1917 (*ante*, p. 58).

The Potatoes (Grower's Returns) Order, dated 30th October, 1917 (printed below).

The *London Gazette* of 13th November contains the following :—

5. A Notice that an Order has been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring another business to be wound up :—

The Péra Cigarette Company, 15A, New Bond-street, London, W., and 41-42, Foley-street, London, W., Manufacturers of Turkish Cigarettes, bringing the total to 490.

6. A Notice, dated 9th November, for the revocation of the Army Council Order restricting the sale and supply of motor spirit in Ireland made 7th December, 1916.

7. Draft Rules of the Railway and Canal Commissioners (held over).

8. A Notice that the following Orders have been made by the Food Controller :—

The Potatoes Order, 30th October, 1917 (General Licence under; printed below).

The Order of the Food Controller, 31st October, 1917, revoking the Winter Beans Order, 1917, and the Winter Oats and Rye (Restriction) Order, 1917 (printed below).

There are also the following Food Orders :—

9. The British Cheese Order, 1917 (printed below).

10. The Cattle Feeding Cake and Meal and Millers' Offals (Maximum Prices) Order, 1917 (held over).

Food Control Orders.

THE POTATOES (GROWERS' RETURNS) ORDER, 1917.

In exercise of the powers conferred upon him by Regulation 2c of the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders as follows :—

1. *Monthly returns as to potatoes.*]—All growers of potatoes shall within eight days from the first day of each month beginning with the month of November, 1917, furnish monthly returns of :—

(*a*) Estimated quantity of potatoes in his possession on the first day of the month in which the return falls to be made;

(*b*) Quantity of potatoes consumed or delivered in the preceding month; and

(*c*) Such other particulars as may be necessary to complete the prescribed forms of return:

Except that the return to be made as respects Ireland in the month of November, 1917, shall state the quantity of potatoes in the possession of the grower on the 8th November, 1917, instead of the 1st November, 1917, and may be furnished at any time before the 16th November, 1917.

The last return shall be made in respect of the month of May, 1918.

2. *Completion of return.*]—The returns shall be made on the forms prescribed by the Food Controller. The appropriate forms of return may be obtained from and when completed are to be returned to or in accordance with the directions of the Board of Agriculture and Fisheries, London, S.W. 1, as respects England and Wales, the Board of Agriculture for Scotland, Edinburgh, as respects Scotland, and the Department of Agriculture and Technical Instruction for Ireland, Dublin, as respects Ireland.

3. *Exception.*]—A grower shall not be required to make a return under this Order—

(*a*) as respects potatoes grown in Wales or Monmouthshire if his total acreage there under potatoes in the year 1917 was less than two acres; or

(*b*) as respects potatoes grown in the rest of Great Britain if his total acreage there under potatoes in the year 1917 was less than five acres; or

(*c*) as respects potatoes grown in Ireland if his total acreage there under potatoes in the year 1917 was less than one acre.

4. *Penalty.*]—Failure to make a return or the making of a false return is a summary offence against the Defence of the Realm Regulations.

5. *Title.*]—This Order may be cited as the Potatoes (Growers' Returns) Order, 1917.

By Order of the Food Controller.
U. F. WINTOUR,
Secretary to the Ministry of Food.

30th October, 1917.

POTATOES ORDER, 1917.

GENERAL LICENCE.

The Food Controller hereby authorizes, notwithstanding the provisions of Clause 10 of the Potatoes Order, 1917, sales and dealings in Ireland of potatoes grown in Ireland of the varieties "King Edward," "Arran Chief," "Langworthy," "What's Wanted" and "Golden Wonder": Provided that on any such sale or dealing the other provisions of the Potatoes Order, 1917, and the provisions of any other Order of the Food Controller for the time being in force affecting potatoes are complied with.

By Order of the Food Controller.
U. F. WINTOUR,
Secretary to the Ministry of Food.

30th October, 1917.

REVOCATION OF THE WINTER BEANS ORDER, 1917, AND THE WINTER OATS AND RYE (RESTRICTION) ORDER, 1917.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations, the Food Controller hereby revokes the Winter Beans Order, 1917 (61 SOLICITORS' JOURNAL, p. 698), and the Winter Oats and Rye (Restriction) Order, 1917 (*ibid*), as from the 1st November, 1917, but without prejudice to any proceedings in respect of any previous infringement of either Order.

By Order of the Food Controller.
U. F. WINTOUR,
Secretary to the Ministry of Food.

31st October.

THE BRITISH CHEESE ORDER, 1917.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders that, except under the authority of the Food Controller, the following regulations shall be observed by all persons concerned :—

1. *Extent and Interpretation.*]—This Order applies only to Cheese made in the United Kingdom other than and except cream cheese, soft cheese and re-made cheese, and the word "Cheese" as used in this Order extends only to Cheese so made and with the same exceptions.

2. *First Hand Prices.*]—(*a*) Upon any sale of cheese by or on behalf of the maker thereof (not being a sale by retail), the maximum price shall be the price for the time being prescribed by the Food Controller as the maximum first hand price for the cheese sold with the additions mentioned in Clause 7 of this Order in cases to which that clause applies.

(*b*) Until further notice the maximum first hand price for each of the varieties of cheese specified in the Schedule hereto shall be a price at the rate mentioned in relation thereto in the second column of the same Schedule.

(*c*) A maximum price for the time being in force under this clause is hereinafter referred to as a "maximum first hand price," and the actual price at which any cheese is sold by the maker thereof (being a price not greater than the maximum first hand price) is hereinafter referred to as the "actual first hand price" of such cheese.

(*d*) Where the cheese is carried by the maker in his own cart or van for or in the course of delivery to the purchaser the maker may charge for such carriage at a rate not exceeding 6d. per cwt. if the distance in a straight line is less than ten miles or 1s. per cwt. if such distance equals or exceeds that limit.

3. *Wholesale Dealers' Prices.*]—(*a*) Upon a sale of cheese by or on behalf of any person other than the maker thereof (not being a sale by retail and except as provided by Clauses 4 and 5 of this Order) the maximum price shall be a price at the same rate per cwt. as the actual

first-hand price of the cheese, with the addition of the following sums or such of them as may be applicable, viz. :—

(i.) A sum at the rate of 8s. per cwt. in the case of Caerphilly cheese, and at the rate of 6s. per cwt. in the case of any other variety of cheese. The addition authorised by this sub-clause is hereinafter referred to as "The Wholesale Bulk Profit."

(ii) A further sum at the rate of 1s. 6d. per cwt. upon a sale of not exceeding 56 lbs. in weight, such sum to be added once only to the price of any cheese.

(iii) The amount, if any, paid or payable in respect of the carriage or transport of the cheese.

(iv) Where the cheese has been or is, either on the purchase or on the sale thereof, carried by the seller in his own van or cart the seller may charge for such carriage at a rate not exceeding 6d. per cwt. if the distance in a straight line is less than ten miles, or 1s. per cwt. if such distance equals or exceeds that limit.

(*b*) The total sum charged in respect of carriage or transport shall be separately stated in the invoice upon any sale, but the details of the charge need not be stated unless required by the purchaser.

(*c*) The sum, at the rate of 1s. 6d. per cwt., authorised by sub-section (*a*) (ii) of this clause shall not be added upon any sale of cheese if in the same week other cheese is sold by the same seller to the same buyer amounting therewith to a quantity exceeding 56 lbs., and if in any such case any part of the said sum is added upon an earlier sale the amount so added shall be allowed by way of deduction on the later sale.

4. *First Wholesalers' or Factors' reduced profit on sales to Second Wholesalers.*]—Where a dealer in cheese who has purchased any cheese direct from the maker thereof (hereinafter called "a first dealer") is selling the same to a dealer in cheese (hereinafter called "a second dealer") who is purchasing with a view to re-selling to a retail dealer or retail dealers, and if required by the seller, so certifies in writing, and undertakes to make the further payment prescribed by this clause in case he otherwise deals with the same, then and in every such case the sum which may be added by the first dealer in respect of the wholesale bulk profit shall be reduced to 5s. per cwt. in respect of Caerphilly cheese and 4s. per cwt. in respect of any other cheese. But if the second dealer deals with any such cheese otherwise than by resale to a retail dealer or retail dealers he shall within fourteen days so inform the first dealer in writing, and shall pay to the first dealer a further sum equal to the difference between the wholesale bulk profit actually added by the first dealer in respect of the cheese so dealt with and the amount which he might have added if the second dealer had not purchased for resale to a retail dealer or retail dealers.

5. *Maximum Price on Sale by Second Wholesaler.*]—Where a dealer sells by wholesale any cheese purchased by him at a price which included a sum in respect of the wholesale bulk profit, he may, upon such resale, add to the price such a further sum in respect of wholesale bulk profit (not exceeding the sum which he might have so added if he had purchased the cheese direct from the maker) as will make up the total sum added to the price of the cheese in respect of the wholesale bulk profit to the rate of 10s. per cwt.

6. *Sale by Retail.*]—(*a*) The maximum price upon a sale of Cheese by retail shall be the actual cost of the cheese sold with an addition thereto at the rate of 2½d. per pound and such price shall include all charges for making delivery or giving credit.

(*b*) For the purpose of this clause the actual cost of cheese not made by the retailer shall be taken at the price paid or payable by him for the cheese (not exceeding the maximum price authorized by this Order) together with the amount (if any) paid or payable or deemed to have been paid by him in respect of transport and not included in such price and the actual cost of cheese made by the retailer shall be the maximum first hand price of such cheese together with the amount (if any) paid or deemed to have been paid by him in respect of transport.

(*c*) Where the price paid by a retail dealer for cheese does not include delivery to his own retail premises and the cheese is carried to his retail premises in his own cart or van he shall be deemed to have made a payment for such carriage at the rate of 6d. per cwt. if the distance in a straight line is under ten miles or at the rate of 1s. per cwt. if such distance equals or exceeds ten miles.

7. (*a*) Any maker of cheese or dealer who after the date when this Order comes into force holds a Whole Milk Cheese (other than cheese of the Caerphilly, Stilton or Wensleydale types) for a period of not less than 14 days may upon a sale of the cheese add to the price authorized by the preceding clauses of this Order a sum at the rate of 1s. per cwt. for every complete period of 14 days during which he has so held the same, such sum to be calculated according to the weight of the cheese when resold, provided always that :—

(i) In applying this clause to any cheese the first 21 days after the making thereof shall not be taken into account;

(ii) In applying this clause to cheese held by the maker thereof no time prior to the 1st December, 1917, shall be taken into account as part of a period of 14 days; and

(iii) This clause shall not apply to any cheese made after the date when this Order comes into force unless it is indelibly marked immediately after it is made with the date of its manufacture.

(*b*) Except as provided by this clause no addition shall be made to the price per pound of cheese to compensate for shrinkage.

(*c*) Where any addition is made to the price of any cheese by virtue of this clause by any person other than the maker of the cheese a corresponding addition shall be deemed to have been made to the actual and maximum first hand prices of the cheese.

(*d*) No person shall mark any cheese with a false or misleading date.

(*e*) The time in respect of which additions may be made to this price under this clause shall cease so soon as the cheese is cut.

8. *Powers of a Food Control Committee.*]—(*a*) A Food Control Committee may from time to time prescribe a scale of maximum prices applicable to sales of cheese by retail in their area, and may from time to time revoke or vary any scale so prescribed. Any scale prescribed under the powers conferred by this clause shall be in accordance with any directions which may from time to time be given by the Food Controller.

(*b*) Where any scale has been so prescribed then (subject to any limitations or exceptions prescribed by the Committee) no cheese shall be sold by retail within the area of the Committee at prices exceeding the prices provided by the scale.

(*c*) Where the Food Controller so directs a Food Control Committee shall in exercise of the powers and duties conferred by this clause act in combination with any other Food Control Committee or Committees and in such case the scale or scales prescribed shall apply to the areas of all such Committees.

(*d*) Compliance with the terms of a scale prescribed under the provisions of this clause shall not relieve any person from the necessity of complying with the provisions of clause 6 of this Order.

9. *Restriction on Sales.*]—No cheese other than Caerphilly cheese shall be delivered by the Maker thereof within twenty-one days after it is made.

10. *Discount.*]—Where on any sale of Cheese a discount is allowed at a rate of 2d. in the £ for cash in seven days or at a rate of 1d. in the £ for cash in one month the price upon such sale shall for the purpose of this Order be reckoned at the full price before deducting the discount.

11. *Wrappings included in Prices.*]—The Maximum Prices prescribed by this Order include in each case suitable wrappings or packages.

12. *Purchasers may rely upon Vendors' statements.*]—Where the Maximum price at which cheese may be sold by any person depends upon the amount of any sum or sums paid or payable in relation thereto by any former seller such person shall be entitled to rely upon any written statement as to the amount of the sum or sums so paid or payable that may have been made to him by the person from whom he bought the cheese unless he has reason to suspect the truth of such statement.

13. *Prices to be exhibited.*]—Every retailer of cheese shall so long as he shall have any cheese on sale display prominently at the shop or other place of sale a statement or statements showing the prices at which he is selling cheese at such shop or place and when he is selling different varieties of cheese at different prices the statement or statements shall be in such form or so displayed as to show which is the price of each variety and shall on reasonable demand give to any person authorised pursuant to clause 14 of this Order all such information as may be necessary for showing which of the documents and records mentioned in that clause relate to the cheese which he has for the time being on sale. No retailer of cheese shall sell cheese at a price higher than that shown on any statement so displayed.

14. *Records.*]—Every person dealing in Cheese shall keep accurate records containing such particulars as are necessary to show whether or no he is complying with the provisions of this Order, so far as they relate to him or his trade, and shall make such returns as to his trade in cheese as may from time to time be required by the Food Controller or a Food Control Committee. All such records and relevant documents shall be open to the inspection of any person authorised by the Food Controller or the Committee.

15. *Offers and Conditions.*]—A person shall not sell or offer or expose for sale or buy or offer to buy any cheese at prices exceeding the maximum prices provided by or under this Order, or in connection with any sale or disposition or proposed sale or disposition of cheese enter or offer to enter into any artificial or fictitious transaction or make or propose any unreasonable charge.

16. *Interpretation.*]—For the purpose of this Order the expression "Food Control Committee" means a committee appointed in pursuance of the Food Control Committees (Constitution) Order, 1917, or as respects Ireland the Committee constituted for Ireland by the Food Controller.

A sale of cheese by the maker thereof shall not be deemed to be a sale by retail if the quantity sold exceeds 4 lb. or if the quantity sold

together with any other cheese sold in the same calendar week by the same maker to the same purchaser exceeds a total of 8 lbs.

17. *Penalties.*]—Infringements of this Order are summary offences against the Defence of the Realm Regulations.

18. *Exception.*]—This Order shall not apply to sales of cheese for immediate consumption in the ordinary course of a catering business.

19. *Repeal.*]—The Cheese (Maximum Prices) Order, 1917 [61 SOLICITORS' JOURNAL, p. 756], is hereby revoked as on the date when this Order comes into force, but without prejudice to any proceedings for infringements thereof.

20. *Title and Commencement.*]—(*a*) This Order may be cited as the British Cheese Order, 1917.

(*b*) This Order shall come into force on the 5th November, 1917.

By Order of the Food Controller.

U. F. WINTOUR,
Secretary to the Ministry of Food.

31st October, 1917.

The Schedule.

Variety of Cheeses.	First hand Prices for delivery on or after 1st November, 1917.
Wensleydale and similar makes, ripened ...	1*s.* 7*d.* per lb.
Stilton, ripened	1*s.* 7*d.* „
Any Whole Milk Cheese not exceeding 2 lbs. weight uncut...	1*s.* 6*d.* „
Caerphilly	129*s.* per cwt. of 112 lbs.
All other Whole Milk Cheese	142*s.* „ „
Partially skimmed (British)	125*s* „ „

In all cases prices are ex factory or ex farm.
All these prices are subject to the following terms, namely:—
For cash within seven days 2d. in the £ discount.
For cash within one month 1d. in the £ discount.

Munition Women's Wages.

NEW ARBITRATION TRIBUNAL.

The Minister of Munitions has found it necessary to reconstitute the Special Arbitration Tribunal on Women's Wages, in view of the increasing volume and importance of its work. All differences as to rates of wages, hours of labour, or conditions of employment, of women and girls engaged on munitions work are referable to the Tribunal, which also advises the Minister, when invited by him, as to what directions he shall give in matters upon which it conducts arbitration.

The Hon. Alexander Shaw, M.P., has accepted the Minister's invitation to become Chairman of the Tribunal, whose other members are Mr. J. C. Smith, Mr. C. Kenrick, Mr. A. Glegg, Mr. G. Ryder, Miss S. Lawrence, Mrs. Streatfield, and Mr. F. C. Button (advisory member).

Mr. Shaw has also accepted the chairmanship of the Skilled Men's Wages Tribunal

Freedom of Choice in Munitions Work.

The Minister of Munitions has, says the *Times*, informed employers that it would be contrary to the policy of the Government in abolishing leaving certificates for an employer to refuse to engage a workman on the ground that he had left without his previous employer's consent. It has been represented to the Minister of Munitions and the Minister of National Service that such action on the part of employers might result in men who are needed in munition factories remaining out of work through no fault of their own, and, consequently, becoming liable to be called up for military service. In order, therefore, that such men should not be recruited for the Army without their cases being thoroughly investigated the following arrangement has been made:—

The Minister of Munitions and the Minister of National Service have agreed that if cases occur where the holder of an A or B Protection Certificate is refused work on the ground that he left his last employment without the consent of his employer, he shall have the right to lodge a claim with the Enlistment Complaints Sub-Committee. The Sub-Committee will investigate the case and will forward the claim, with their report, to the Main Committee for the division.

The Main Committee will consider the case and will hear any evidence that may be necessary. If the Main Committee are of opinion that the failure of the man to obtain work within fourteen days was due to his being refused employment because he left his previous employment without the consent of his employer, they will certify that the man had reasonable grounds for not obtaining employment within fourteen days, and therefore his failure to obtain within fourteen days further work entitling him to protection will not of itself render him liable to recruitment.

Societies.

Solicitors' Benevolent Association.

The directors held their monthly meeting at the Law Society's Hall, Chancery-lane, on the 14th inst., Mr. C. G. May in the chair; the other directors present being Messrs. W. C. Blandy (Reading), G. H. Bower, E. R. Cook, T. S. Curtis, A. Davenport, T. Dixon (Chelmsford), C. Goddard, J. R. B. Gregory, L. W. North-Hickley, R. C. Nesbitt, J. F. Rowlatt, R. S. Taylor, and W. M. Walters.

Grants to the amount of £545 were made to deserving applicants; nine new members were admitted; and other general business transacted.

Belgian Lawyers Relief Fund.

Amount previously notified	£944	12	6
The following further donations are gratefully acknowledged:—			
The Worshipful Company of Scriveners (third donation)	52	10	0
Sydney C. Scott, Esq. (third donation)	1	1	0
	£998	3	6

Owing to the heavy calls which are continuously made upon the fund, further help is most urgently needed. Donations may be sent to "The Belgian Lawyers' Aid Committee," General Buildings, Aldwych.

State Compensation for War Damage.

The Lord Mayor, says the *Times*, presided over a meeting of the committees of the Committee on War Damage held at the Mansion House on the 8th inst. The meeting was called to consider the scheme which has been laid before Parliament for giving compensation for war damage without insurance. In welcoming the Mayors and other representatives of municipal authorities and churches, the Lord Mayor said that half a loaf was better than no bread, but that the scheme fell so far short of what they had had a right to expect from the promise of the Prime Minister that they could not be content with it.

Mr. Mark H. Judge, chairman of the committee, proposed a reso-

lution expressing disappointment at this insufficient outcome from the Prime Minister's reply to the committee on 13th July, especially as all sufferers before September and all sufferers in person had been left out of account, and calling for its immediate reconsideration by the Government. He said air raids had brought the whole civil population into the firing line, and made war more frightful than ever. They must not forget the claims of those who might fall, or suffer in body or estate, whether they were in the Army, in the Navy, or in civil life.

The Lord Mayor of Hull seconded the resolution. It was to be hoped, he said, that the committee would continue their work until some further concession had been obtained from the Government. The present scheme was altogether inadequate, especially in limiting national responsibility as from September.

The resolution was passed unanimously.

British Patients Owned by Krupps.

In the House of Commons on the 8th inst., Mr. Wardle, replying to Major Hunt, said:—I am not in a position to estimate to what extent the British patents owned by Krupps control essential processes in the manufacture of steel or iron. No shares belonging to Krupps in British companies give control of any source of supply of steel or iron, but Krupps held one-fourth of the shares in the Orconera Iron Ore Company (Limited), which have been transferred into the name of the Public Trustee by an order of the Court.

Mr. Wardle, replying to another question by Major Hunt, said:—There are a large number of British patents owned by Krupps, but it would not be possible to compile a complete list because registration of assignments is not compulsory. Enemy-owned patents are subject to the Patents, Designs, and Trade Marks (Temporary Rules) Acts and the grant of licences to British firms thereunder. The shares in British companies belonging to Krupps or vested in the Public Trustee and unsold are:—753 Preference shares of £1 each in the Peneira Rubber Estates (Limited), 1,050 Ordinary shares of £1 each in the General Cement Company (Limited); 4,167 shares of 5s. each in the London and Hamburg Gold Recovery Company (1905) (Limited), and 100 shares of £500 each in the Orconera Iron Ore Company (Limited).

Mr. Watt: Are the assets of Krupps in this country used to pay their creditors? Mr. Wardle: All these shares and the proceeds of these shares are held in trust as a set-off against any debts that may be owing on the other side. Mr. Faber: Is the Public Trustee required to sell them? Mr. Wardle: He has the power to sell them.

The Lord Mayor's Banquet and the Law.

At the Lord Mayor's banquet on the 9th inst., says the *Times*, the Lord Chancellor, replying to the toast of his health, referred to an Imperial aspect of our legal system—the administration of justice in the great Court of Imperial Appeal for the whole Empire, the Judicial Committee of the Privy Council. If anyone wished to have an idea of the variety and extent of the British Empire he should spend a few days in attendance at that Committee. After the visit he would have a more vivid sense than ever he had before of the greatness and extent of the British Empire. Another impression he would bring away would be the inestimable value of the Crown as a bond of Empire. They owed, from an Imperial point of view, more than it was easy to estimate to the King as head of the Empire.

Mr. Sheriff Hepburn proposed "The Judges and the Bar of England."

Lord Justice Swinfen Eady, responding on behalf of the Bench, said that, whatever objection might be entertained to the expediency at other times of engaging the services of the judges in extra-judicial duties, he apprehended that in these strenuous times they might consider it a tribute to the judiciary that so many members should be asked to give assistance in Royal Commissions and other positions which enabled them to render essential service to the State.

The Attorney-General (Sir F. E. Smith), who also responded, said that the lawyers of England, consisting equally of the Bar and of solicitors, to the number of 10,000 men had rallied to the colours in the war. Never again ought that toast to be confined to the Bench and Bar of England. In future he suggested it should be "The Bench and lawyers of England."

The Lord Mayor at the Law Courts.

At the Law Courts, on Friday, the 9th inst., says the *Times*, Mr. Justice Darling, who was accompanied on the Bench by Mr. Justice Avory and Mr. Justice Bailhache, received the Lord Mayor, Alderman Hanson, in the Lord Chief Justice's Court.

The Recorder, in introducing the Lord Mayor, referred to his career in Canada and his public work in this country.

Mr. Justice Darling, in welcoming Alderman Hanson, says the *Times*, said that the Recorder had reminded them that we were still in a state of war. There was a motto, *Inter arma silent leges*, and it was true that in certain fields there were no laws and some were without even the ancient chivalries demanded by custom. But the law still reigned in this country, and the work of that Court required every one of the judges on the present establishment. The Lord Chief Justice was, unfortunately, away, not from choice, but on high and important public business. Of those judges who were left some had to discharge duties of State, leaving none to many to perform the work which still came into the Court. The war had been distinguished beyond all others by the invaluable and voluntary help which had been given to the Crown by the King's Dominions beyond the seas, and it was singularly appropriate that the Lord Mayor for the coming year should have passed a great part of his business life in Canada. Sir William Dunn was entitled to felicitate himself on duties well done during the year of his mayoralty. He would be a rash man who would prophesy when there would again be peace in Europe, but he hoped that it would be in the year of Alderman Hanson's mayoralty. It would, however, be long before we could forget the outrages which had been committed by the Germans. From time to time London was besieged by night and by day, and the sufferings of slaughtered citizens required a monument. What would be more appropriate than to preserve, as the bombs had left them, some ruined homes to tell our children's children what manner of men they were whom the City of London had received as friends, had employed in their offices, and had invited to their homes?

The Lord Mayor then took the oath that he would faithfully perform the duties of his office.

Companies.

Alliance Assurance Co. (Limited).

The directors of the Alliance Assurance Co. (Limited), at their meeting on the 14th inst. declared an interim dividend at the rate of 5s. per share, less income tax, which will be payable on the 5th January, 1918.

Obituary.

Master G. A. Holme.

Mr. George Arthur Holme, a Master of the Supreme Court, died very suddenly on Friday, the 9th inst., at his house at Harrow-on-the-Hill. He was the son of the late Samuel Holme, of Liverpool, and was born in 1848. Educated at Repton and University College, Oxford, where he took honours in Classical Moderations and in the final school of Law and History, he became a solicitor in 1876. He was appointed a Master of the Supreme Court of Judicature in 1903.

Qui ante diem periit,
Sed miles, sed pro patria.

Captain William H. M. Kersey.

Captain William Henry Myddelton Kersey, R.G.A., only son of Mr. and Mrs. W. E. Kersey, of Seagull House, Felixstowe, was killed on 17th October. Born in 1892 at Ipswich, he was educated at Mr. E. C. Paul's Preparatory School, at Orwell House, Walton, near Felixstowe, Wellington College, Berkshire (T. A. Rogers's House), and Magdalen College, Oxford, where he graduated B.A. in June, 1914. On leaving Oxford he was articled in the office of Messrs. Cozens-Hardy & Jewson, solicitors, of Norwich. A few months after the outbreak of war he was gazetted second lieutenant in the R.G.A., and volunteered for foreign service. He went through a course of gunnery, and in January, 1916, was sent to the front for three weeks to go through a course of gunnery in anti-aircraft guns. In June, 1916, after passing other examinations in gunnery, he was posted to siege batteries at home, and in September, 1916, he went to the front. A brother officer writes:—"He was a very dear friend to me; he was also an able and fearless soldier who faced all difficulties with a cheery optimism which inspired all who came in contact with him."

Lieutenant Francis L. H. Jackson.

Lieutenant Francis Leonard Hunter Jackson, R.N.V.R., Royal Naval Division, killed on 26th October, aged twenty-six, was the elder son of the late Charles J. Jackson, solicitor, and Mrs. Jackson, of Beaureper, Ilkeston. He was educated at Worksop College, Notts., and was articled to Mr. John Marriott, of Nottingham. He passed his solicitor's examination with honours, receiving the Nottingham Incorporated Society's prize. He enlisted in 1915, and saw considerable service in Gallipoli, being afterwards transferred to another front. The chaplain writes:—"Wounded in the arm during the night of 25th

October, he still carried on, and proceeded in front of his men to investigate how things were faring. Finding that his steel helmet was interfering with the working of his compass, he discarded it altogether and so fell a victim to a sniper, who shot him in the head. . . . We can ill afford the loss of such a capable officer as your son, so quiet, so bright, so gentlemanly, so well endowed mentally, and so courageous. How great a loss his passing must be to you! His death has been a shock to us all, for he was such a lovable fellow, beloved he was by officers and men alike."

Legal News.

Appointments.

Mr. A. W. PEARCE, J.P., solicitor, has been elected Mayor of Southampton. Mr. Pearce was admitted in September, 1879, and is the son of the late Mr. R. S. Pearce, solicitor, who for many years was the Town Clerk of Southampton. Mr. Pearce on the 9th inst. completed his term of office as Sheriff of the Town and County of the Town of Southampton.

Changes in Partnerships.

Dissolutions.

LEOPOLD GOLDBERG, HORACE BARRETT, and GEORGE WILLIAM NEWALL, Solicitors (Goldberg, Barrett & Newall), at 2 and 3, West-street, Finsbury Circus, London, E.C. June 30. So far as concerns the said George William Newall, who retires from the said firm.

[*Gazette*, Nov. 9.

JOHN HALL BROOKS, and SYDNEY EVERSHED AGATE, Solicitors (Brooks, Marshall & Agate), at Manchester and Hyde. Nov. 9. The said John Hall Brooks will continue to practise under the style of Brooks, Marshall & Co., at Manchester and Hyde aforesaid.

[*Gazette*, Nov. 13.

General.

The London public are reminded that letters for inclusion in the general night mail dispatches to the country must be posted in time for the collection made at 5.30 p.m. in the City and in the central districts of London, except at the following offices, where such letters may be posted up to 6 p.m. :—General Post Office (St. Martin's-le-Grand and Mount Pleasant); head district offices; branch offices at Ludgate-circus, Lombard-street, Fenchurch-street, Throgmorton-avenue, and Charing Cross.

Dr. R. C. Fairbairn, of Hampstead, who was court-martialled at Wimbledon Barracks on 2nd November for refusing to obey military orders, was on the 8th inst. taken to Wormwood Scrubbs Prison to serve six months' hard labour. In his defence he stated :—"My reasons for not joining the R.A.M.C. are that I hold that as an officer in the R.A.M.C. my chief duty would not be the alleviation of suffering, but of preparing men to return to the slaughter. In their own interests I believe my right course is to prevent their sufferings."

At a recent joint meeting of representatives of the Institute of Bankers, the Association of Chambers of Commerce, and the Decimal Association unanimous agreement was reached on a plan for decimalising the coinage with the present pound sterling as the unit. The scheme was brought before the Council of the Association of Chambers of Commerce on the 7th inst., and unanimously approved, a further resolution being carried to press the need for this reform through the chambers of commerce in all parts of the United Kingdom.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Neville.	Mr. Justice Eve.
Monday Nov. 19	Mr. Farmer	Mr. Church	Mr. Leach	Mr. Borrer
Tuesday 20	Jolly	Farmer	Church	Goldschmidt
Wednesday .. 21	Synge	Jolly	Farmer	Leach
Thursday 22	Bloxam	Synge	Jolly	Church
Friday 23	Borrer	Bloxam	Synge	Farmer
Saturday 24	Goldschmidt	Borrer	Bloxam	Jolly

Date.	Mr. Justice Sargant.	Mr. Justice Astbury.	Mr. Justice Younger.	Mr. Justice Peterson.
Monday Nov. 19	Mr. Goldschmidt	Mr. Bloxam	Mr. Synge	Mr. Jolly
Tuesday 20	Leach	Borrer	Bloxam	Synge
Wednesday .. 21	Church	Goldschmidt	Borrer	Bloxam
Thursday 22	Farmer	Leach	Goldschmidt	Borrer
Friday 23	Jolly	Church	Leach	Goldschmidt
Saturday 24	Synge	Farmer	Church	Leach

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Nov. 2.

FINCH & WHEELER, LTD.—Creditors are required, on or before Dec 3, to send their names and addresses, and the particulars of their debts or claims, to George Thomas Feasey, 28, Basinghall st, liquidator.

HERBST, LTD.—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to William Norman Bubb, 5, Philpot ln, liquidator.

JUNO MANUFACTURING CO, LTD.—Creditors are required, on or before Nov 8, to send their names and addresses, with particulars of their debts or claims, to W. H. Butler, 84-86, Chancery ln, liquidator.

LONGFORD HOTEL CO (FOLKESTONE), LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 9, to send in their names and addresses, and particulars of their debts or claims, to Mr. Harry H. Barton, 69, Sandgate rd, Folkestone, liquidator.

MASCOTA SHIPPING CO, LTD.—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to J. E. Fisher and Thos. G. Kennaugh, 14, Water st, Liverpool, liquidators.

PORTUGUESE WINE CO, LTD.—Creditors are required, on or before Nov 16, to send their names and addresses, and the particulars of their debts or claims, to Frederick Bernard Harper, 35, Gt Tower st, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Nov. 6.

DAMPIER SYNDICATE, Ltd. (IN LIQUIDATION).—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Harry J. Barclay, ACA, King st, Cheapside, liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Nov 2.

Matthew Bell & Co, Ltd.
Model Steam Laundry Co, Ltd.
United Portland Cement and Brick Works, Ltd.
Steamship "Drummond" Co, Ltd.
Mr. Manhattan, Ltd.
Fibre Separation, Ltd.
Arabian Syndicate, Ltd.
Hackensack Steamship Co, Ltd.
Bomert, Teves & Blankley, Ltd.
Sanitas Steam Laundry Co, Ltd.
Madame Lorette, Ltd.
Abompsu Rubber & Cocoa Estates, Ltd.
Cloncurry Syndicate, Ltd.

London Gazette.—TUESDAY, Nov. 6.

G. & R. Syndicate, Ltd.
Sydney King, Ltd.
Belle Agency, Ltd.
Victoria (Rhodesia) Asbestos, Ltd.
Dunston Zinc Co, Ltd.
Tyne and Tees Salvage and Shipbreaking Co, Ltd.
Coppergravure Co, Ltd.
Clerk Publishing Society, Ltd.
Dampier Syndicate, Ltd.
H. Klinker & Co, Ltd.
Suites (Sunderland) 1913, Ltd.
Otto Coke Oven Co, Ltd.

Winding-up of Enemy Businesses.

London Gazette.—FRIDAY, Nov 2.

JOHN CORNELIUS BELL, 33, Orchard st.—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts and claims, to Sidney J. Field, 17, Shaftesbury av, controller.

London Gazette.—TUESDAY, Nov. 6.

JOSEPH KRAFT.—Creditors are required, on or before Dec 6, to send their names and addresses, and the particulars of their debts and claims, to Sidney J. Field, 17, Shaftesbury av, controller.

ST. GEORGE'S HOUSE RESTAURANT, LTD.—Creditors are required, on or before Dec 6, to send their names and addresses, and the particulars of their debts and claims, to Sidney J. Field, 17, Shaftesbury av, controller.

UNITED MACHINE TOOL CO, LTD.—Creditors are required, on or before Nov. 30, to send by prepaid post full particulars of their debts or claims, to Edmund Wylde Lean, 19, Coleman st, controller

WEDMORE ENGINEERING CO.—Creditors are required, on or before Nov 30, to send by prepaid post full particulars of their debts or claims to Edmund Wylde Lean, 19, Coleman st, controller

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM

London Gazette, TUESDAY, October 30.

CARTER, HENRY CARTER, Boscombe Cottage, Boscombe, Southampton Nov. 29 Carter and Others v. Morgan and Another and Shephard v. Morgan and Another, Eve, J. Capron, Savile-place

KARGER, MARIE HELENE AGLAE, Lorraine, Boscombe Hill, Bournemouth Dec. 1 Barton v. Dufaitelle, Younger, J. Odell, Essex-street, Strand

MOSTYN, the Hon MARY, Eaton-terrace Nov. 26 Home v. Mostyn, Younger, J. Roskell, Gray's-inn-square

PURROTT, HILDA MANNERS, Lower Stondon, Beds Nov. 30 Purrott v. Purrott and Others, and Lilley v. Purrott and Others, Astbury, J. Jackson, Hitchin

London Gazette.—TUESDAY November 6.

HADDON, JOSEPH, Stoke Green, Coventry Dec. 12 Robbins and Another v. Haddon, Eve, J. Smith, Lichfield-street, Walsall

ROBINSON JAMES, Innisfree, Cornwall-road, Harrogate Nov. 30 Begg v. Begg, Peterson, J. Barber, James-street, Harrogate

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Oct. 30.

BEECH, ALFRED, Congleton, Chester, Marine Store Dealer Nov 30 Hollinshead, Tunstall, Staffs

BOSISIO, FRANCIS CHARLES, Boyill rd, Honor Oak Park Nov 30 Lewis, Queen Victoria st

BRAMLEY, JOHN MOORHOUSE, Harrogate, Farmer Dec 1 Raworth & Co, Harrogate

BROWN, JOHN CAROLINE, Trowbridge, Wilts Nov 25 Wansbroughs & Co, Bristol

CARLISLE, WILLIAM MONTAGU, Teignmouth, Devon Dec 11 Tozer & Dell, Teignmouth

COWEN, HARRIETTE, Priory et, Mazenod av, West Hampstead Nov 26 Clarke & Co, Queen's House, Queen st, Cheapside

CROMMELIN, CHARLES AINSLIE RUSSELL, Bombay, India May 23 1 Pilley & Mitchell, Bedford row

DAUBENY, LANSDOWNE, Bristol Dec 15 Meade-King & Co, Bristol

DORAN, MARY, Oldham Nov 20 Holroyd, Oldham

DOXAT, EDMUND THEODORE, Cheshunt Dec 15 Capel & Co, Southampton st

EDWARDS, JOHN JAMES, Usk, Mon, Grocer Nov 30 Watkins & Co, Pontypool

FULLER, SAMUEL, Teignmouth, Builder Nov 30 Michelmore & Co, Newton Abbot

GADSBY, JOSEPH, Fulham pl, Maida Hill Nov 30 Routh & Co, Southampton st

GILL, JOHN EDWARD, Eltham, Kent Dec 31 Merrimans, Mitre ct, Temple

GLANVILL, JOHN JAMES, Exminster, Devon, Farmer Nov 29 Friend & Tarbet, Exeter,

GORDON, HILDA PERCY, Threlkeld, Cumberland Dec 31 Dennes & Co, Chancery ln

GRIMSHAW, JAMES, Manchester Nov 30 Littler, Manchester

HALLAM, WILLIAM, East Markham, Notts, Farmer Nov 22 Pepper, Worksop

HAMPSON, CHARLES HILLYARD, Bitterne Park, Hants Nov 30 Kerly & Co, Austin friar

HIGHNAM, ALBERT, Saltford, Somerset, Postmaster Nov 30 Wansbroughs & Co, Bristol

HIGHNAM, KATE, Saltford, Somerset Nov 30 Wansbroughs & Co, Bristol

HOBBS, THOMAS, Mangotsfield, Surveyor Dec 15 Meade-King & Co, Bristol

HOLLEY, MINNIE LYON, Illinois, USA Dec 5 Paines & Co, St Helen's pl

HUTCHISON, CAROLINE LUCY, Phillimore gdns, Kensington Nov 30 Bromley, Finsbury House, Blomfield st

POLLITT, ANNE, Ashton under Lyne Nov 17 Pownall & Co, Ashton under Lyne

PORTCH, ALFRED, Station rd, Shepherd's Bush, Manager Dec 15 Minchin & Co Stone bldgs

LACHEUR, DOROTHY DE JERSEY LE, Tunbridge Wells Dec 1 Buss & Co, Tunbridge Wells

LIEWELEY, AMOS, Spondon, Derby, Cab Proprietor Nov 26 Simpson & Co, Derby

LOVE, SUSANNAH, Harrogate Dec 1 Raworth & Co, Harrogate

MCMURRIE, JOHN, Mountain Ash, Glamorgan Dec 12 Inskip & Son, Bristol

MACRURY, Col, COLIN WILLIAM, I M S, De Vere gdns, Kensington Dec 7 Sanderson & Co, Queen Victoria st

MEAD, CHARLES, Dovercourt, Essex, Baker Dec 1 Synnot, Manningtree

MILLER, FANNY SARAH, East hill, Colchester Nov 27 Wittey & Denton, Colchester

MILLER, GEORGE, Matfen, Northumberland, Farmer Nov 27 Richardson & Elder, Newcastle upon Tyne

MITCHELL, EDWARD, Gloucester ter, Hyde Park, B D Dec 7 Slater & Co, Manchester

MOCKETT, JOHN, Southwick, Sussex Dec 31 Dell & Ledder, Brighton

NEEDHAM, MARIA, Nottingham Dec 15 Day & Johnson, Nottingham

NOTTAGE, SARAH ELLEN, Ramsden rd, Balham Dec 14 Longmores, Hertford

PERRY, EMMA, Weston super Mare Dec 1 Watts, Bristol

PRICE, Rev ARTHUR ROLLS, Ruscombe Vicarage, Berks Dec 1 Hearn & Hearn, Buckingham

RAWLINS, ANN, Leeds Nov 27 Harrison & Sons, Leeds

RICHARDSON, MARTHA, Sheffield Dec 3 Bedwell, Scarborough

ROBERTS, MARGARET ELIZABETH TOWNSEND, Teignmouth Dec 31 Eddowes & Simm, Ashburne

ROEBUCK, GILES, Huddersfield, Butcher Nov 17 Brook & Co, Huddersfield

SADLER, MAUD MARY, Salford, Lancaster Nov 23 Orrell, Manchester

SIELY, ELIZABETH CHARLOTTE, Norwich Nov 30 Blyth, LLD, Norwich

SKRINE, MARY CATHERINE, Bishop Sutton, Somerset Nov 20 Hanning, Imperial ct, Knightsbridge

SMITH, SARAH ANN, New Longton, nr Preston Dec 1 Ward & Newsham, Preston

SWAINSON, Rev ALBERT JOHN, Forest Row, Prebendary of Chichester Dec 8 Wilson & Co, Preston

SYKES, SAMUEL, Netherton, nr Huddersfield Nov 24 Booth & Wright, Huddersfield

TENNANT, ELEANOR ANNE, Onslow sq, South Kensington Nov 30 Rubinstein & Co, Raymond bldgs, Gray's inn

THOMPSON, PHOEBE, Leeds Dec 1 Smith, Leeds

TODD, JOHN TIMOTHY, Norwich, Bank Cashier Nov 30 Goodchild, Norwich

WATKINSON, JAMES WILLIAM, Great Grimsby Dec 1 Woolfe, Grimsby

WHITEHEAD, THOMAS, Oldham, Furniture Dealer Nov 20 Holroyd, Oldham

WHITTINDALE, JAMES JOSEPH GRIFFITHS, Bishop's Waltham, Physician Dec 5 Warner & Kirby, Winchester

YOUNG, MARY ANNIE, Hertford Dec 1 Potter & Co, Queen Victoria st

Bankruptcy Notices.

London Gazette.—TUESDAY, Oct 30.

ADJUDICATIONS.

ASTON-JONES, HORACE, Hamilton terr, St John's Wood High Court Pet Aug 20 Ord Oct 26

JONES, RICHARD, Wigan, Fruiterer Wigan Pet Oct 26 Ord Oct 26

PENNELLS, GEORGE, Porth, Glam, General Dealer Pontypridd Pet Oct 26 Ord Oct 26

ROBERTS, ELIZA, Willenhall, Staffs Wolverhampton Pet Oct 25 Ord Oct 25

SOUTHALL, THOMAS, Kidderminster, Colour Foreman Kidderminster Pet Oct 25 Ord Oct 25

STUBSLEY, ALBERT EDWARD, Boston, Lincs, Grocer Boston Pet Oct 27 Ord Oct 27

TAYLOR, HENRY FINNEY, Carsington, Derby, Manure Manufacturer Derby Pet Oct 1 Ord Oct 26

THORNBER, JAMES, Salford, Lancs, Manager Salford Pet Oct 10 Ord Oct 26

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

MALCOLM, IRVINE, Chester sq High Court Rec Ord Mar 12, 1913 Adjud April 9, 1913 Resc & Annul Oct 24, 1917

London Gazette.—FRIDAY, Nov 2.

RECEIVING ORDERS.

ALBUTT, THOMAS, Bromsgrove, Labourer Worcester Pet Oct 27 Ord Oct 27

BIRD, JOHN FREDERICK WILLIAM, Acton ln, Willesden Pet Oct 2 Ord Oct 30

BRINKWORTH, BLANCHE, Hove Brighton Pet June 27 Ord Oct 29

BUCKLAND, HORATIO, Southwark Bridge rd, Engineer High Court Pet June 15 Pet Oct 30

BURDETT, FRANK J, Billingshurst, Sussex Brighton Pet Sept 10 Ord Oct 29

CARPENTER, J BOYD, Ownslow gdns, South Kensington High Court Pet Mar 1 Ord Oct 23

GILES, ARTHUR EDWIN, Smethwick, Staffs Kidderminster Ord Oct 27

LELYVELD, RALPH, Lamb st, Spitalfields, Fruit Merchant High Court Pet Oct 5 Ord Oct 31

MILES, DAVID, Ystrad, Glam, Grocer Pontypridd Pet Oct 30 Ord Oct 30

THOMPSON, JOHN ROBINSON, Harrogate, Yorks, Tailor York Pet Oct 30 Ord Oct 30

VICKERS, CHARLES LISTER, Gatley, Cheshire, Shipper's Clerk Stockport Pet Oct 31 Ord Oct 31

WILKINSON, ROBERT, Surbiton, Surrey Kingston, Surrey Pet Feb 24 Ord Oct 27

FIRST MEETINGS.

BUCKLAND, HORATIO, Southwark Bridge rd, Engineer Nov 13 at 1 Bankruptcy bldgs, Carey st

CARPENTER, J BOYD, Onslow gdns, South Kensington Nov 15 at 12 Bankruptcy bldgs, Carey st

DEAN, ALBERT, Huddersfield, Leather Merchant Nov 9 at 10 Law Society's Room, Imperial Arcade, New st, Huddersfield

FREEMAN, NAT H, Chesham, Bucks, Chemist Nov 12 at 2 Bankruptcy bldgs, Carey st

FRYER, THOMAS ANDERSON, Wylam on Tyne, Northumberland, Nov 13 at 11 Off Rec, 21, Mosley st, Newcastle on Tyne

HADEN, FRANCIS SEYMOUR, Porchester terr, Bayswater Nov 13 at 11 Bankruptcy bldgs, Carey st

LELYVELD, RALPH, Lamb st, Spitalfields, Fruit Merchant Nov 13 at 12 Bankruptcy bldgs, Carey st

MILES, DAVID, Ystrad, Glam, Grocer Nov 14 at 11.30 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd

WILKINSON, ROBERT, Surbition, Surrey Nov 9 at 11 132, York rd, Westminster Bridge rd

ADJUDICATIONS.

ALBUTT, THOMAS, Bromsgrove, Labourer Worcester Pet Oct 27 Ord Oct 27

GURWICZ, ROSA, Marquess rd, Canonbury High Court Pet Sept 4 Ord Oct 31

LEVY, MOSS, and MARKS GOLDSTEIN, Minories, Ladies' Hat Manufacturers High Court Pet Sept 14 Ord Oct 27

MILES, DAVID, Ystrad, Glam, Grocer Pontypridd Pet Oct 30 Ord Oct 30

THOMPSON, JOHN ROBINSON, Harrogate, Tailor York Pet Oct 30 Ord Oct 30

VICKERS, CHARLES LISTER, Gatley, Cheshire, Shipper's Clerk Stockport Pet Oct 31 Ord Oct 31

London Gazette.—TUESDAY, Nov. 6.

RECEIVING ORDERS.

BELLAMY, ARTHUR WILLIAM, Emanuel rd, Balham Wandsworth Pet July 4 Ord Nov 1

COLLINGS, HENRY, Mount st, Grosvenor sq, Butcher High Court Pet Nov 2 Ord Nov 2

CRABTREE, JONAS, Lightcliffe, Yorks, Grocer Halifax Pet Nov 2 Ord Nov 2

GLICKSMAN, HERMAN, Barrow in Furness, Lancs, Labourer Barrow in Furness Pet Nov 2 Ord Nov 2

GOLDIN, S, & Co, Upper st, Islington, Mantle Manufacturers High Court Pet Oct 3 Ord Nov 2

GROVE, CHARLES HENRY, Bury St Edmunds, Insurance Agent Bury St Edmunds Pet Oct 17 Ord Oct 31

TOWNEND, WILLIAM EDWARD, Bradford, Estate Agent Bradford Pet Nov 2 Ord Nov 2

FIRST MEETINGS.

ALBUTT, THOMAS, Bromsgrove, Worcester, Labourer Nov 14 at 12 Off Rec, Worcester

BELLAMY, ARTHUR WILLIAM, Emanuel rd, Balham Nov 14 at 11 132, York rd, Westminster Bridge rd

BIRD, JOHN FREDERICK WILLIAM, Acton ln, Willesden Nov 16 at 11 14, Bedford row

COLLINGS, HENRY, Mount st, Grosvenor sq, Butcher Nov 15 at 1 Bankruptcy bldgs, Carey st

FERRY, JOSEPH ERNEST, Hartlepool, Licensed Victualler Nov 13 at 2.30 Off Rec, Manor pl, Sunderland

GOLDIN, S, & Co, Upper st, Islington, Mantle Manufacturer Nov 15 at 11 Bankruptcy bldgs, Carey st

JONES, RICHARD, Wigan, Lancs, Fruiterer Nov 13 at 11.30 Off Rec, 11, Dale st, Liverpool

LATHAM, ALBERT, Bolton, Shell Turner Nov 14 at 2.30 Court House, Mawdsley st, Bolton

LILLEY, JOHN HENRY, Nottingham, Carting Contractor Nov 16 at 11 Off Rec, 4, Castle pl, Nottingham

STUBSLEY, ALBERT EDWARD, Boston, Lincolnshire, Grocer Nov 15 at 2 4 & 6, West st, Boston

THOMPSON, JOHN ROBINSON, Harrogate, Tailor Nov 15 at 2.30 Bankruptcy Office, Duncombe pl, York

ADJUDICATIONS.

COLLINGS, HENRY, Mount st, Grosvenor sq, Butcher High Court Pet Nov 2 Ord Nov 2

GLICKSMAN, HERMAN, Barrow in Furness, Labourer Barrow in Furness Pet Nov 2 Ord Nov 2

TOWNEND, WILLIAM EDWARD, Bradford, Estate Agent Bradford Pet Nov 2 Ord Nov 2

WILLIAMS, OWAIN LLOYD, St Anne's on Sea, Lancs Blackpool Pet Aug 20 Ord Nov 1